

DATA PROCESSING ADDENDUM

This Data Processing Addendum (DPA) is between Demys Limited (and, where applicable, its affiliate(s) in the Com Laude Group) (**we, our, us** and **Com Laude**) and the client entity named in your agreement (**you, your, Client**). It sets out the terms governing Com Laude's processing of personal data on your behalf in the provision of services to you (**Client Personal Data**), and shall apply throughout the term of your agreement for services.

1. **Definitions.** The terms 'personal data', 'processing', 'controller', 'processor', 'data subject', 'personal data breach', and 'supervisory authority' shall have the same meaning as is given to them under the GDPR.
2. **General responsibilities.** The parties shall at all times comply with their respective obligations under the Data Protection Laws, including, without limitation, the General Data Protection Regulation (EU) 2016/679 (EU GDPR), together with any transposing, implementing, or supplemental legislation in the EU, or in the United Kingdom under the UK European Union (Withdrawal) Act 2018, if in force (UK GDPR) (together, the "GDPR"). To the extent that Client acts as a processor, Client warrants that its instructions with respect to Client Personal Data, including the appointment of Com Laude as another processor, have been authorised by the relevant controller.
3. **Details of processing.**
 - a. **Subject matter.** Com Laude's provision of the services to Client.
 - b. **Duration.** The duration of the agreement, and any further period until deletion by Com Laude of all Client Personal Data in accordance with this DPA.
 - c. **Nature and purpose of processing.** Com Laude's provision of the services to Client, including collection, registration, organisation, structuring, storing, adaption or alteration, retrieval, accessing, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction and/or erasure or destruction.
 - d. **Type of Client Personal Data.** Any personal data processed on Client's behalf, including full name, personal identity number, date of birth, nationality, gender, password, contact address, username, email address, job title, telephone number, billing address, bank account number, professional qualification certificates (e.g. for .law domains) and details, proof of local nexus (e.g. London for .london domains), verification requirements such as passport details or drivers' licence details for identification purposes and other categories of personal data required as per registry requirements for the registration of domain names.
 - e. **Categories of data subjects.** Client's personnel and third-party data subjects (e.g., third-party domain name registrants) whose personal data is processed by Com Laude on Client's behalf (e.g., further to domain acquisition, domain disputes or domain name monitoring services).
4. **Client instructions.** To the extent any Client Personal Data is processed by or on behalf of Client under your agreement, Com Laude shall only process such personal data in accordance with Client's documented instructions (the provisions of the agreement shall constitute Client's instructions for processing personal data). Com Laude will inform Client if it becomes aware of a processing instruction that, in Com Laude's opinion, infringes the Data Protection Laws.
5. **Confidentiality.** Com Laude shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Com Laude will comply with its confidentiality obligations under the agreement. If any applicable law requires Com Laude or its affiliates to process Client Personal Data other than in accordance with Client's documented instructions, Com Laude shall notify Client before processing the Client Personal Data, to the extent permissible by the applicable law.
6. **Security.** Com Laude shall implement appropriate technical and organisational measures to protect the Client Personal Data under its agreement with you, which measures shall provide an appropriate level of

security considering the technical possibilities available, the nature, scope, context and purposes of processing as well as the risks associated with processing personal data, and the sensitivity of the personal data processed.

7. Sub-processors. Com Laude shall:
 - a. restrict each sub-processors' access to the Client Personal Data to only what is necessary to provide the services;
 - b. not engage any sub-processors to process the Client Personal Data without prior written authorisation from Client (such authorisation not to be unreasonably withheld, conditioned or delayed), provided that Client is deemed to have authorised:
 - i. affiliates in the Com Laude Group; and
 - ii. the appointment of any of the sub-processors listed on Com Laude's portal(s) for the services as made available to Client from time to time;
 - c. only use sub-processors to process Client Personal Data with whom Com Laude has entered into written agreements imposing data protection obligations that are materially the same as those set out in this DPA.
8. Client acknowledgements. Client acknowledges that in certain locations, and due to the nature of the services, it may not be possible, or at least commercially viable, for Com Laude to find sub-processors who meet the requirements of the Data Protection Laws. Client further acknowledges that in such circumstances, Com Laude may not be able to process an order for services and will notify Client promptly if this is the case. In addition, certain third-party providers used by Com Laude to provide the services do not act as sub-processors, and may consider themselves to be controllers over personal data. This includes (without limitation) domain registries, local presence providers, SSL certification authorities, the Trademark Clearinghouse and ICANN, each of which may determine the purpose and means of personal data processing. **Where Client places its own orders via the Com Laude portal(s) using registration data that contains Client Personal Data, Client will only do so where it has first obtained written consent from the data subject in the form prescribed by Com Laude from time to time (Client to keep such consent current and up-to-date) and provided Com Laude with a copy.**
9. Reasonable assistance. Com Laude shall provide such reasonable assistance to Client as Client reasonably requires (taking into account the nature of processing and the information available to Com Laude) in ensuring compliance with Client's obligations under the Data Protection Laws with respect to:
 - a. data subjects' rights;
 - b. security of processing;
 - c. data protection impact assessments;
 - d. prior consultation with a supervisory authority regarding high risk processing; and
 - e. notifications to the supervisory authority and/or communications to data subjects by Client in response to any personal data breach impacting Client Personal Data.
10. Breach notifications. In respect of any personal data breach involving the Client Personal Data, Com Laude shall, without undue delay, notify Client of the breach and provide Client with details of the breach. Com Laude will take all reasonable steps necessary to mitigate the effects and minimise any damage resulting from such personal data breach.
11. Data deletion. At Client's written request, Com Laude shall either delete or return all the Client Personal Data to Client in such form as Client reasonably requests within a reasonable time after the end of the provision of the relevant services related to processing, and delete existing copies unless storage of any data is required by any applicable law.
12. Information and audits. Com Laude shall maintain written records of all categories of processing activities carried out on behalf of Client. Com Laude shall also make available to Client such information as is reasonably necessary to demonstrate Com Laude's compliance with its obligations under the Data

Protection Laws and shall allow for and contribute to audits, including inspections, by Client (or another independent auditor appointed by Client), subject to Client:

- a. giving Com Laude reasonable prior notice of such information request, audit and/or inspection being required by Client;
- b. agreeing to any necessary security and confidentiality controls with Com Laude, and ensuring that all information obtained or generated by Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential;
- c. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Com Laude's business; and
- d. paying Com Laude's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

If the Standard Contractual Clauses ("**SCCs**") apply to your agreement, nothing in this clause is intended to vary or modify such SCCs.

13. International transfers. To the extent the GDPR applies and Com Laude will transfer any Client Personal Data from either the European Economic Area (EEA) or UK, to any third country that is not subject to an adequacy decision under the applicable GDPR (whether EU or UK), Com Laude will only transfer such personal data if the transfer is subject to appropriate safeguards or derogations authorised by you in writing under the Data Protection Laws. Com Laude's corporate group affiliates have entered into intra-group SCCs, where appropriate. If you (or other relevant controller) provide Client Personal Data from the EEA and are transferring such personal data to Com Laude, and Com Laude is located in a "third country" which has not received an adequacy decision from the European Commission under the EU GDPR, our [SCCs](#) will apply. Should you, or any of your corporate group affiliates (or other relevant controller) otherwise wish to enter into SCCs at any time with a relevant Com Laude entity, these SCCs are also made available to you to enter into on request.