



**EU General Data Protection Regulation (GDPR)
Compliance Statement ("GDPR Statement")**

(Last Updated July 1, 2023)

This GDPR Statement or "Statement" summarizes Quid's commitments and compliance procedures to Customer with regard to GDPR. To the extent that Quid (referred to herein as "Supplier") processes any Customer Personal Data (as defined below) as part of or in connection with Supplier's performance of the Quid Services to Customer and such Customer Personal Data is subject to the GDPR, this GDPR Statement will apply.

Supplier reserves the right to update this Statement from time to time as needed to address changes in applicable laws and Supplier's business practices. Unless otherwise agreed by the parties, the updated Statement will be effective as of the date noted in this Statement. Unless otherwise agreed by the parties, Customer's continued use of the Services will constitute Customer's agreement to the updated terms.

1. Definitions:

- (a) "Customer" means the entity using Supplier's Services.
- (b) "Customer Agreement" means the commercial agreement pursuant to which Supplier agrees to provide the Services to Customer.
- (c) "Customer Personal Data" means information about an individual that is defined as "Personal Data" by GDPR, and that is Processed by Supplier on behalf of Customer pursuant to the Customer Agreement.
- (d) "GDPR" means Regulation 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, as may be amended or supplemented.
- (e) "Process" or "Processing" means any operation or set of operations, whether by manual or automated means, which is performed on Customer Personal Data, such as collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, delivery or other use of Customer Personal Data.
- (f) "Services" means the services outlined in the Customer Agreement.

2. Customer Personal Data Subject to GDPR:

- (a) To the extent the GDPR applies to Supplier's Processing of Customer Personal Data, such Customer Personal Data will be disclosed by Customer to Supplier to perform the Services, and Supplier will act as Customer's "Processor" as such term is defined under GDPR, with respect to such information.
- (b) When engaging another processor, Supplier will inform Customer of any intended changes concerning the addition or replacement of other processors, giving Customer the opportunity to object to such changes.
- (c) Supplier agrees to Process Customer Personal Data only on documented instructions from Customer, including with regard to transfer of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which Supplier is subject; in such case, Supplier shall inform Customer of that legal requirement before Processing, unless

- that law prohibits such information on important grounds of public interest. Supplier and Customer agree that documented instructions include the instructions in Section 3 below.
- (d) Supplier will take appropriate steps to confirm that persons authorized to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - (e) Supplier take all measures required pursuant to Article 32 of the GDPR.
 - (f) Supplier will assist Customer in Customer's efforts to comply with the obligations pursuant to Articles 32-36 of the GDPR taking into account the nature of processing and information available to Supplier.
 - (g) At the choice of Customer, Supplier will delete or return all Customer Personal Data to Customer after the end of the provision of the Services relating to Processing, and will delete existing copies unless Union or Member State law requires storage of the Customer Personal Data.
 - (h) Supplier will make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.
3. Subject to the terms and conditions of this Statement, Customer hereby instructs Supplier to Process Customer Personal Information as set forth in this Section:
- (a) The nature and purpose of Processing (including the business purposes(s)): to provide the Services, provided that the use of Customer Personal Information shall be reasonably necessary and proportionate to achieve the operational purpose for which Customer Personal Data was collected or processed or for another operational purpose that is compatible with the context in which Customer Personal Data was collected;
 - (b) The type of data subject to Process: Customer's employees and Customer personnel authorized to act on Customer's behalf; and
 - (c) The duration of Processing: for the term of the Customer Agreement, subject to its survival terms.
4. Supplier will take all reasonable and necessary technical and organizational security measures against the unauthorized or unlawful processing of Customer Personal Data and against the loss, alteration or destruction of, or damage to, Customer Personal Data. Supplier shall implement appropriate technical and organizational measures to provide a level of security appropriate to the risk. In assessing the appropriate level of security, Supplier shall take into account the state of the art, the cost or implementation and nature, scope, context and purposes or Customer Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
5. Supplier will make available to Customer summaries of audit results from its Hosting Service, such as SOC2 Type II or similar assessment.