



DPA Supplement for Non-US Market Research

This DPA Supplement for Non-US Market Research ("**Non-US Supplement**") automatically supplements, amends and forms part of the Standard Data Protection Agreement ("**DPA**") for US Market Research between Prodege, LLC and its affiliates (collectively, "**Prodege**") and any market research client and its affiliates (collectively, "**Company**") that Prodege contracts with to provide Services involving data subjects outside the United States. Capitalized terms used but not defined in this Non-US Supplement have the meaning given to them in the [Prodege Market Research Master Services Agreement](#), the [DPA](#), or Data Protection Laws, as applicable. To the extent this Non-US Supplement and the DPA conflict with respect to any subject matter herein, this Non-US Supplement will control, unless expressly agreed otherwise in writing.

A. **Scope.** These terms supplement the corresponding subsections of Section A (Scope) of the DPA:

- i. **Data Subjects.** The Parties will Process any Personal Info/Data relating to data subjects outside the United States in compliance with the DPA and this Non-US Supplement.
- ii. **Nature of Processing.** Where Prodege Processes Company Data relating to non-US data subjects as an independent Controller/Business (C2C), the only part of this Non-US Supplement that applies shall be section D (International Data Transfers).

B. **Definitions.** The following definitions apply for purposes of this Non-US Supplement:

- i. **"Agreement"** has the meaning provided in the DPA.
- ii. **"Data Privacy Framework" or "DPF"** means the Commission Implementing Decision of July 10, 2023, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate level of protection of personal data under the EU-US Data Privacy Framework.
- iii. **"DPF Principles"** means the 'EU-U.S. Data Privacy Framework Principles', including the Supplemental Principles.
- iv. **"Data Protection Laws"** has the meaning provided in the DPA, except that the second sentence there is amended to: "Data Protection Laws may include, but are not limited to, U.S. Privacy Laws, the GDPR (and any implementing/supplementary legislation), UK GDPR, the Privacy Act, and Directive 2002/58/EC (known as the e-Privacy Directive), and any implementing regulations thereunder, as amended or replaced from time to time.
- v. **"EU Standard Contractual Clauses" or "Approved EU SCCs"** means, where the GDPR or Swiss FADP applies, the standard contractual clauses adopted by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of Personal Info/Data to Third Countries pursuant to Regulation (EU) 2016/679 of the

European Parliament and of the Council, or any subsequent version thereof released by the European Commission. In the event any subsequent version of such clauses is released that is applicable to the Services, the Parties agree that the then-current version of the clauses will apply, in which case any references in this Non-US Supplement to specific clauses shall be deemed to refer to equivalent clauses in the then-current version of the clauses, regardless of their enumeration.

- vi. **"GDPR"** means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.
- vii. **"Privacy Act"** means the Australian Privacy Act 1988 (Cth) and any regulations and guidance that may be issued pursuant to the Privacy Act from time to time.
- viii. **"Swiss FADP"** means the Swiss New Federal Act on Data Protection 2020 (including as amended or superseded).
- ix. **"Third Country"** means any country that is not a member of the European Economic Area ("EEA") or United Kingdom ("UK"), and has no adequacy status granted by: (i) the European Commission to non-EEA countries which provide a level of Personal Info/Data protection that is essentially equivalent to that provided in EU law in accordance with GDPR, or (ii) the UK Secretary of State to non-UK countries which provide a level of Personal Info/Data protection that is comparable to that provided in UK law in accordance with UK GDPR).
- x. **"UK Addendum"** means the UK 'International data transfer addendum to the European Commission's standard contractual clauses for international data transfers', available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, as adopted, amended or updated by the UK's Information Commissioner's Office, Parliament or Secretary of State.
- xi. **"UK GDPR"** means the Data Protection Act 2018 (DPA 2018), as amended, and EU General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Info/Data and on the free movement of such data, as incorporated into UK law, as amended, and any other applicable UK data protection laws.

C. Company Data.

- i. Where Prodege Processes Company Data as Company's Service Provider/Processor under the GDPR, UK GDPR, or the Swiss FADP, the following provisions shall apply:
 - a. The Processing of Company Data for Prodege Permitted Purposes is only permitted for Anonymized data. Company represents and warrants that it has informed the subjects of any such Company Data that their Personal Info/Data may be Anonymized by third parties.
 - b. Any deidentified data received or created in reliance on Section C(v)(k) of the DPA shall not include data derived from data subjects in the EEA, UK, or Switzerland.
- ii. Where Company Data is disclosed to or Processed by Prodege under the Privacy Act:
 - a. Prodege shall comply with the Australian Privacy Principles (other than Australian Privacy Principle 1) contained within the Privacy Act in relation to the collection,

use, disclosure, storage and destruction or de-identification of such Company Data; and

- b. Company shall, on behalf of Prodege, provide notice of Prodege's collection of Company Data to any individual in Australia or such other individual who is otherwise entitled to exercise rights under the Privacy Act and whose personal information comprises Company Data to a standard reasonably consistent with Prodege's obligations pursuant to Australian Privacy Principle 5.

D. International Data Transfers.

- i. The Parties agree that the DPF and DPF Principles will control with respect to EEA/UK/Swiss Company Data transferred by Company to Prodege.
- ii. So long as Prodege maintains its DPF certificate, Company agrees Prodege may process Company Data in compliance with the DPF, including but not limited to the following:
 - a. The Data Privacy Framework, and not the EU Standard Contractual Clauses, will control with respect to data transfers conducted pursuant to the Agreement.
 - b. Notwithstanding the foregoing, where acting as a Processor, Prodege will notify Company of any DSAR received relating to Company Data and cooperate with Company in responding to such requests.
- iii. In the event Prodege's DPF certification, or the DPF mechanism itself, is invalidated or otherwise ceases to provide effective authorization under the GDPR, the UK GDPR, and/or the Swiss FADP for data transfers from the EEA/UK/Switzerland to Third Countries, the Parties will rely on the EU Standard Contractual Clauses, the UK Addendum and/or the Swiss addendum for transfers, as follows:

- a. International Data Transfers on a Controller-to-Controller Basis (C2C)

- I. *EU SCCs.* The Parties incorporate by reference the EU Standard Contractual Clauses (Module 1: Transfers Controller to Controller), which shall govern the transfer of Personal Info/Data to a Third Country, with these stipulations:
 - 1. Clause 7 (Optional – Docking Clause) is incorporated;
 - 2. The optional wording of Clause 11 (Redress) will not be incorporated and therefore does not apply to the Parties;
 - 3. Clause 17 (Governing law) will cite the laws of Ireland and the Parties select “Option 1” to this effect;
 - 4. Clause 18 (Choice of forum and jurisdiction) will cite the Courts of Ireland for dispute resolution purposes; and
 - 5. **Appendix 1** to this Non-US Supplement supplies the information required by Annex I;
 - 6. **Appendix 2** to this Non-US Supplement supplies the information required by Annex II; and
 - 7. The competent supervisory authority will be the data protection authority of Ireland.
- II. *UK Addendum.* The Parties incorporate by reference the UK Addendum, which shall govern the Processing of Personal Info/Data that: (a) originates in the UK and is exported out of the UK to an inadequate jurisdiction, or (b) is done on behalf of a UK entity, with these stipulations:

1. **Appendix 1** to this Non-US Supplement supplies the information required by Table 1 of the UK Addendum;
 1. In Table 2, the Parties select the checkbox that reads: *"the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum"*. The applicable Module is number 1 (Controller to Controller), with these modifications:
 - a. Clause 7 (Optional – Docking Clause) is incorporated;
 - b. The optional wording of Clause 11 (Redress) will not be incorporated and therefore does not apply to the Parties;
 2. **Appendices 1 and 2** to this Non-US Supplement supply the information required by Table 3 of the UK Addendum;
 3. In Table 4, the Parties agree that only the Exporter may end the UK Addendum as set out in Section 19 of thereof.
 4. In case the Parties can no longer rely on the UK Addendum as an appropriate data transfer mechanism, the Parties will conclude an alternative data transfer mechanism to replace the UK Addendum, without undue delay.
- b. International Data Transfers on a Controller to Processor Basis (C2P)
- I. The Parties incorporate by reference the EU Standard Contractual Clauses (Module 2: Transfers Controller to Processor), which shall govern the transfer of Personal Info/Data to a Third Country, with these stipulations:
 1. Clause 7 (Optional – Docking Clause) is incorporated;
 2. Clause 9(a): General Written Authorisation and 10 business days;
 3. The optional wording of Clause 11 (Redress) will not be incorporated and therefore does not apply to the Parties;
 4. Clause 17 (Governing law) will cite the laws of Ireland and the Parties select "Option 1" to this effect;
 5. Clause 18 (Choice of forum and jurisdiction) will cite the Courts of Ireland for dispute resolution purposes;
 6. **Appendix 1** to this Non-US Supplement supplies the information required by Annexes I and II;
 7. **Appendix 2** to this Non-US Supplement supplies the information required by Annex III; and
 8. The competent supervisory authority will be the data protection authority of Ireland.
 - II. *UK Addendum*. The Parties incorporate by reference the UK Addendum, which shall govern the transfer of Personal Info/Data covered by the UK GDPR to Third Countries, with these stipulations:
 1. **Appendix 1** to this Non-US Supplement supplies the information required by Table 1 of the UK Addendum;

2. In Table 2, the Parties select the checkbox that reads: *"the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum"*. The applicable Module is number 2 (Controller to Processor), with these modifications:
 - a. Clause 7 (Optional – Docking Clause) is incorporated;
 - b. Clause 9(a): General Written Authorisation and 10 business days;
 - c. The optional wording of Clause 11 (Redress) will not be incorporated and therefore does not apply to the Parties;
 3. **Appendices 1 and 2** to this Non-US Supplement supply the information required by Table 3 of the UK Addendum;
 4. In Table 4, the Parties agree that only the Exporter may end the UK Addendum as set out in Section 19 thereof.
- c. Swiss Transfers (both C2C and C2P)
- I. As required by the Swiss FADP, the Parties incorporate by reference the EU Standard Contractual Clauses, as set forth in this Non-US Supplement, to govern the transfer or Processing of Personal Info/Data that: (a) originates in Switzerland and is exported out of Switzerland to an inadequate jurisdiction, or (b) is done on behalf of a Swiss entity, with these stipulations:
 1. References to Member States in the Clauses shall include Switzerland;
 2. References to applicable data protection law or the GDPR shall refer to the Swiss FADP;
 3. The courts of the Member State referenced in Clause 18 (c) shall be the Swiss courts for the place where the data subject has his/her habitual residence; and
 4. In accordance with Clause 13, the competent supervisory authority in Annex I.C. shall be the Swiss Federal Data Protection and Information Commissioner.

E. Effective Date.

- i. This Non-US Supplement is effective as of the earlier of the date that Company either:
 - a. enters into the Agreement incorporating the DPA by reference; or
 - b. instructs Prodege to begin Processing Company Data involving non-US data subjects in connection with Services offered subject to the Agreement.

APPENDIX 1

A. LIST OF PARTIES

1. Data importer(s):

Name: Prodege, LLC, or its affiliate, as identified in the Agreement

Address: 2030 E. Maple Ave, Suite 200, El Segundo, CA 90245, USA

Contact person's name, position and contact details:

Stacey Olliff, SVP, Legal and Business Affairs, dpo@prodege.com

Activities relevant to the data transferred under these Clauses:

The activities specified in the Agreement and in section B of this Appendix.

Signature and date: By executing the Agreement incorporating the DPA and Non-US Supplement, and/or transferring Company Data from the EEA/UK/Switzerland to Third Countries on Company's instructions, the data exporter will be deemed to have signed this Annex I.

Role: Processor/ Controller (as applicable)

2. Data exporter(s):

Name: As specified in the Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), if applicable.

Address: As specified in the Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), if applicable.

Contact person's name, position and contact details:

As specified in the Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), if applicable.

Activities relevant to the data transferred under these Clauses:

The activities specified in the Agreement and in section B of this Appendix.

Signature and date: By executing the Agreement incorporating the DPA and Non-US Supplement, and/or using the Services to transfer Company Data from the EEA/UK/Switzerland to Third Countries, the data importer will be deemed to have signed this Annex I.

Role: Controller

B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose Personal Info/Data is transferred:

- Survey respondents and other end users of Prodege services and solutions
- Company contact persons and representatives

2. Categories of Personal Info/Data transferred:

The Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), specifies the categories of Personal Info/Data transferred, which (for survey respondents and other end users of Prodege services and solutions) may include real name, account name, login or other alias, email address, street/postal address, telephone number, date of birth, demographic information, IP address, device ID (including IMEI), MAC address, or other identifying personal information, and for Company contact persons, real name, professional contact details (including, *inter alia*, location, postal and email address, professional phone number), position, and contact preferences.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

As specified in the Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), if applicable.

4. Frequency of transfer (e.g. whether the data is transferred on a one-off or continuous basis):

As specified in the Agreement, as the same may be amended from time to time (which amendment shall serve to update this Section B), if applicable.

5. Nature of the processing:

Collection, processing and/or transfer of EEA/UK/Swiss data subjects' Personal Info/Data on behalf of Company, as specified in the Agreement.

6. Purpose(s) of data transfer and further processing: (as applicable)

- For Company's benefit in surveying respondents, and/or processing the Personal Info/Data of other data subjects, as specified in the Agreement.
- To manage the contractual relationship with Company

7. Period for which Personal Info/Data will be retained, or, if that is not possible, the criteria used to determine that period so long as necessary to achieve the purpose of the transfer:

As specified in the Agreement, or for so long as necessary to achieve the purpose of the transfer.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing:

See Appendix 2 below for authorized subprocessor details.

APPENDIX 2

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING MEASURES TO ENSURE THE SECURITY OF THE DATA

Prodege has implemented and shall maintain the following technical and organizational security measures, at a minimum:

1. Appropriate environmental and physical security measures to prevent unauthorized physical access to restricted information and the systems used to manage it;
2. Restricting access to only the resources necessary for users (application, database, network, and system administrators) to perform authorized functions, and documenting all the user types and their related permissions;
3. Requiring strong authentication and encryption that meet security standards for any remote access to confidential information and Prodege's network;
4. Securing authentication information (username and password) only by acceptable security standards;
5. Separating Prodege's information from any other customer or data importer's own applications and information, including but not limited to the public internet or any system used by the data importer.
6. Information is protected using appropriate tools and measures, including but not limited to access control, firewall and antivirus applications;
7. Prohibiting the transfer and storage of Prodege's information on removable devices, laptops, smartphones, tablets, etc., and implementing security measures such as encrypting information stored on mobile devices;
8. Regularly installing the most recent system and security updates to systems that are used to access, process, manage, or store information;
9. Conducting risk assessment processes and surveys to regularly assess information security risks, and remediating any identified risks as soon as possible;
10. Employing appropriate identification and access controls to any of Prodege's systems and saving log files of all access to confidential information;
11. Transferring confidential information by using secure file transfer protocol via an industry-standard provider;
12. Conducting third-party penetration tests not less than annually;
13. Dedicated internal resource for periodic code review;
14. Ensuring that all personnel, subcontractors or representatives performing work under the Agreement, act in compliance with these measures; and
15. Providing an appropriate level of periodic training concerning the organizational security measures and privacy issues, to the personnel who have access to Prodege's confidential information.

LIST OF PRE-APPROVED SUB-PROCESSORS

In addition to any subprocessors specified in the Agreement, Prodege's website (currently posted at <https://www.prodege.com/mrterms/subprocessors/>) lists subprocessors that Prodege currently engages for Processing activities related to the Agreement, which Company acknowledges and agrees may be used hereunder.