

DATA TRANSFER AGREEMENT

This Data Transfer Agreement supplements the Wyng Terms of Service or Master Services Agreement (the "Services Agreement") entered into by and between [] ("Data Exporter") and Wyng, Inc. ("Data Importer"). Any terms not defined in this Data Transfer Agreement shall have the meaning set forth in the Services Agreement. In the event of a conflict or inconsistency between this Data Transfer Agreement and the Services Agreement, the terms and conditions of this Data Transfer Agreement shall supersede and control.

1. **Definitions.** Unless otherwise defined in this Data Transfer Agreement, capitalized terms have the same meaning as in the GDPR.
 - 1.1. "Applicable Law" shall mean the law of the applicable Member State, Switzerland or UK that governs the data transfer contemplated by this agreement, as designated by the Supervisory Authority listed in Annex I(C).
 - 1.2. "Clauses" shall mean the SCC clauses.
 - 1.3. The "GDPR" means 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 or the UK or Swiss equivalent legislation as applicable.
 - 1.4. The "SCC" or "SCCs" means the Standard Contractual Clauses set out in the SCC Annex to this Data Transfer Agreement and in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
2. **SCCs incorporated by reference.** The Parties agree to be bound by the terms of the SCC Annex, as modified through selection of applicable modules based upon the role of each Party, (including where relevant as modified by the UK Appendix) as described in this Data Transfer Agreement.
3. **Applicable Modules in the SCCs.** Based upon the relationship and status of the Data Exporter and Data Importer with regards to the Personal Data that may be transferred under this agreement, the SCCs must be read with the following module(s) in effect, and that all other modules below and in the SCCs shall be inoperative:
 - 3.1. **Data Exporter as Controller and Data Importer as Processor.** Module 2 shall apply, and Modules 1, 3, and 4 of the SCCs are inoperative. In addition:
 - 3.1.1. The Parties agree to exclude Clause 7.
 - 3.1.2. For the purposes of Clause 8, the Parties agree on the technical and organizational measures listed in Annex II.
 - 3.1.3. For purposes of Clause 9, the Parties select "OPTION 2: GENERAL WRITTEN AUTHORISATION," and Data Importer shall inform the Data Exporter in writing at least 7 days in advance of any intended changes to the list in Annex III. Data Exporter's authorization shall be deemed given unless the Data Exporter objects to Data Importer within the allotted time period.
 - 3.1.4. For the purposes of Clause 11(a), the Parties agree to the following: *The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.*
 - 3.1.5. For purposes of Clause 13(a), where ...


3.1.5.1. the Data Exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR as regards the data transfer, as indicated in Annex I; or

3.1.5.2. the Data Exporter is established in Switzerland: The FDPIIC shall act as the competent supervisory authority with responsibility for ensuring compliance by the data exporter with Swiss law as regards the data transfer, as indicated in Annex I.

3.1.6. For purposes of Clauses 14 through 16, the bracketed language shall not apply unless expressly pertaining to Module 2.

3.1.7. For purposes of Clauses 17 and 18, the Parties agree to OPTION 1 (for Clause 17) and, where required to specify the Member State in Clauses 17 and 18(b), select the law and courts of []. The term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

IN WITNESS WHEREOF, Data Exporter and Data Importer have executed this Data Transfer Agreement as of the date of the last signature written below.

ON BEHALF OF DATA EXPORTER	ON BEHALF OF DATA IMPORTER
By: [] Name: [] Title: [] Date: []	By:  Name: PRAKASH MISHRA Title: CHIEF TECHNOLOGY OFFICER Date: 3/26/2026

SCC ANNEX

STANDARD CONTRACTUAL CLAUSES

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) Name: []

Address: []

Contact person's name, position and contact details: []

Activities relevant to the data transferred under these Clauses: ...

Signature and date: []

Role: controller

(the data exporter)

(ii) Name: Wyng, Inc. a U.S. company

Address: 17 West 20th Street, 4th Floor, New York, NY 10011

Contact person: Prakash Mishra, CTO, privacy@wyng.com

Activities relevant to the data transferred under these Clauses: See Annex I

Signature and date: _____

Role: processor

(the data importer)

have agreed to the standard contractual clauses as made available by the European Commission on its website in a non-modifiable form (pdf version) consultable here: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en (hereinafter: "Clauses")

(c) The Parties agree that all provisions of these Clauses apply to them as such, depending on the scope that relates to them and for which they have defined by mutual agreement the specific terms in Section 3 of the Data Transfer Agreement to which this annex is attached.

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

The Parties of these Clauses are the ones specified in Clause 1 above.

B. DESCRIPTION OF TRANSFER

The Data Transfer is detailed as following:

Categories of data subjects whose personal data is transferred:

B2C Consumers and Prospects.

Categories of personal data transferred:

- Identification data including name, birth date, email, home address, picture, phone, etc.
- Preference data including product needs and preferences and communication preferences.
- Browsing data including IP address, link/web pages clicked/visited, cookie ID.

Sensitive data transferred (if applicable) and applied restrictions or safeguards:

No sensitive data is transferred.

The frequency of the transfer:

Continuous (24/7).

Nature of the processing:

Collection, Structuring, Storage, Retrieval, Use, and Destruction

Purpose of the data transfer and further processing:

Data is securely collected by data importer systems, stored, further transferred to data exporter's customer databases if required by data exporter, and analyzed for later use and retrieval by data exporter.

Period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Data will be retained i) during the term of the Services Agreement between data exporter and data importer, and ii) after the term of the Services Agreement only for as long as required to fulfill any termination provisions of the Services Agreement.

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

Data will be transferred to sub-processors for secure storage, indexing, and retrieval, for the term of the Services Agreement between data exporter and data importer.

C. COMPETENT SUPERVISORY AUTHORITY

[] to be completed by data exporter

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- All data and servers hosted in SOC 2 and ISO 27001 certified data centers
- SOC 2 Type 2 annual certification
- Annual penetration testing
- Regular automated vulnerability scans
- Third-party risk management program
- Business Continuity/Disaster Recovery plan with annual testing
- Encryption in transit and encryption at rest of data processed and backups
- Available SSO integration for user authentication
- Restrictive firewalls on production network
- Centralized logging enabled on all servers
- Centrally managed anti-malware on all workstations and servers
- Web Application Firewall deployed across production servers
- Mandatory file system encryption on all workstations and portable media
- Encryption of email containing personal data or client confidential data
- Segregation of duties between individuals who request, authorize, grant, review access
- Strong password policy
- Principle of least privilege applied to user authorizations
- Periodic internal review of user authorizations
- Contact center for handling data subject requests
- Confidentiality and ethical practices agreements by all staff
- Mandatory privacy and information security training for all staff, including annual refreshers
- Contractual commitments from sub-processors that cover security, confidentiality, availability.

For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Data importer requires and annually reviews current security certifications of sub-processors, e.g. SOC 2 Type 2 reports. All data transfer to the sub-processors is controlled by the data importer.

ANNEX III

LIST OF SUB-PROCESSORS

The data exporter agrees to the use of the following sub-processors ...

1. Name: Amazon Web Services, Inc.

Address: 410 Terry Avenue North, Seattle, WA 98109 USA

Contact person's name, position and contact details: Todd Idol, Sr. Account Manager, awsidol@amazon.com

Description of processing: Cloud server and data hosting for personal data.

2. Name: Rackspace US, Inc.

Address: 9001 N. Interstate Highway 35, Austin, TX 78753 USA

Contact person's name, position and contact details: support@objectrocket.com

Description of processing: Cloud database hosting for personal data.

3. Name: Keen.io, LLC

Address: 122 E. Houston St., Suite 105, San Antonio, TX 78205 USA

Contact person's name, position and contact details: Blake Wines, Account Manager, blake.wines@keen.io

Description of processing: Cloud database hosting for browsing data.

UK Addendum

BACKGROUND

This International Data Transfer Addendum to the EU Commission Standard Contractual Clauses is adapted from a document published by the UK ICO at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/> VERSION B1.0, in force 21 March 2022.

PART 1: TABLES

Table 1: Parties

1. The Start date is the start date of the Services Agreement
2. The Parties
 - 2.1. Exporter and Exporter Key Contact means the party identified as ‘Data Exporter’ in the SCC Annex.
 - 2.2. Importer and Importer Key Contact means the party identified as ‘Data Importer’ in the SCC Annex.

Table 2: Selected SCCs, Modules and Selected Clauses

1. Addendum EU SCCs means the SCCs identified in the SCC Annex.

Table 3: Appendix Information

1. “Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:
 - 1.1. Annex I(A): List of Parties.
 - 1.2. Annex I(B): Description of Transfer.
 - 1.3. Annex II: Technical and organizational measures.
 - 1.4. Annex III: List of Sub-processors.

Table 4: Ending this Addendum when the Approved Addendum Changes

Which Parties may end this Addendum as set out in Section 19: neither Party.

PART 2: MANDATORY CLAUSES

Entering into this Addendum

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex I(A) and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum: This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.

Addendum EU SCCs: The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.

Appendix Information: As set out in Table 3.

Appropriate Safeguards: The standard of protection over the personal data and of data subjects’ rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.

Approved Addendum: The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.

Approved EU SCCs: The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

ICO: The Information Commissioner.

Restricted Transfer: A transfer which is covered by Chapter V of the UK GDPR.

UK: The United Kingdom of Great Britain and Northern Ireland.

UK Data Protection Laws: All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

UK GDPR: As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
 - a together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
 - b Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
 - c this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the

courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
 - a. References to the “Clauses” means this Addendum, incorporating the Addendum EU SCCs;
 - b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;
 - c. Clause 6 (Description of the transfer(s)) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I(B) where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
 - d. Clause 8.7(i) of Module 1 is replaced with:

“it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;

e	Clause 8.8(i) of Modules 2 and 3 is replaced with: “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”	2018 that cover the transfer of personal data to which these clauses apply;”;
		m
		Clause 17 is replaced with: “These Clauses are governed by the laws of England and Wales.”;
f	References to “Regulation (EU) 2016/679”, “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 (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;	n
		Clause 18 is replaced with: “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and
		o
		The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.
g	References to Regulation (EU) 2018/1725 are removed;	
		Amendments to this Addendum
h	References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;	16.
		The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
i	The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;	17.
		If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
j	Clause 13(a) and Part C of Annex I are not used;	18.
		From time to time, the ICO may issue a revised Approved Addendum which:
k	The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;	a
		makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
l	In Clause 16(e), subsection (i) is replaced with: “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act	b
		reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

- a its direct costs of performing its obligations under the Addendum; and/or
- b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms