Subcontractor Data Processing Terms

(Annex to the Subcontractor Offer Agreement on Performance of Works and/or Rendering of Services)

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Recitals

WHEREAS Mellow has engaged or intends to engage the Subcontractor for performance of Works and/or rendering of Services under the Subcontractor Offer Agreement on Performance of Works and Rendering of Services (the "**Offer Agreement**"), the terms of which are accepted by the Subcontractor upon registration of the Personal Profile in the Mellow Service. All definitions and provisions of the Offer Agreement apply hereto. Unless otherwise governed hereby or set forth herein, the Parties shall abide by the terms and conditions of the Offer Agreement, and such provisions of the Offer Agreement apply to this SDPT as if they were expressly incorporated herein;

WHEREAS performance of Works and/or rendering of Services under the Offer Agreement involves, or may involve, the processing by the Subcontractor of personal data made available by Mellow or by Customers, which is subject to the General Data Protection Regulation (Regulation (EU) 2016/679, the "**GDPR**"), the Cyprus Law 125(I)/2018 on the Protection of Natural Persons with regard to the Processing of Personal Data, and other applicable data protection laws;

WHEREAS Mellow is required, as a data processor acting on behalf of its Customers, to impose on the Subcontractor obligations equivalent to those imposed on Mellow under its data processing agreements with Customers, in accordance with Article 28(4) GDPR and equivalent provisions of other applicable data protection laws;

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth herein and in the Offer Agreement, the Parties hereby agree as follows:

1. Application and Scope

1.1 Application. These Subcontractor Data Processing Terms (the "SDPT") govern the processing of personal data by the Subcontractor in connection with the performance of Works and/or rendering of Services under the Offer Agreement. The SDPT applies to all Tasks and Projects, regardless of the Customer on whose behalf the Works are performed or the Services are rendered.

1.2 Incorporation by reference. The SDPT is incorporated into the Offer Agreement by reference in accordance with the Data Protection provisions of the Offer Agreement. By accepting the terms of the Offer Agreement and by continuing to perform Works and render Services under the Offer Agreement after the Effective Date of the version of the SDPT in force from time to time, the Subcontractor accepts and is bound by the SDPT in that version.

1.3 Hierarchy. In the event of any conflict between the SDPT and the body of the Offer Agreement on matters relating to the processing of personal data, the SDPT prevails to the extent of the conflict. In the event of any conflict between the SDPT and the Confidentiality Agreement (Annex N 1 to the Offer Agreement), the SDPT prevails on matters relating to the processing of personal data and the Confidentiality Agreement prevails on matters relating to Confidential Information that is not personal data. In the event of any conflict between the SDPT and Schedule 3 (Standard Contractual Clauses) on matters within the scope of the Standard Contractual Clauses, Schedule 3 prevails.

1.4 Relationship to the Confidentiality Agreement. The SDPT supplements, and does not supersede, the Subcontractor Confidentiality Agreement (Annex N 1 to the Offer Agreement). The Subcontractor's obligations of confidentiality in respect of Confidential Information under the Confidentiality Agreement remain in full force and apply concurrently with the Subcontractor's obligations under the SDPT in respect of the processing of personal data. Where the same item of information constitutes both Confidential Information and personal data, both sets of obligations apply cumulatively.

2. Definitions

Capitalised terms used in the SDPT have the meanings given in the Offer Agreement, except where otherwise defined below. Capitalised terms not defined in the SDPT or the Offer Agreement have the meanings given under the GDPR or, where applicable, the relevant Data Protection Law.

"Customer" means has the meaning given in the Offer Agreement.

"Customer Data" means personal data of any Customer, including personal data of the Customer's employees, representatives, end-users, customers, suppliers, or other natural persons, that is processed by the Subcontractor in connection with the performance of Works and/or rendering of Services under any Task.

"Data Protection Laws" means all laws and regulations relating to the processing of personal data that apply to the Subcontractor's or Mellow's processing under the SDPT, including the GDPR, the UK GDPR, the Swiss Federal Act on Data Protection, the Cyprus Law 125(I)/2018 on the Protection of Natural Persons with regard to the Processing of Personal Data, and any equivalent data protection laws of the Subcontractor's country of establishment or business.

"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.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Data transmitted, stored or otherwise processed by the Subcontractor in connection with the Offer Agreement.

"Personal Profile" means has the meaning given in the Offer Agreement.

"Processing" means any operation or set of operations performed on personal data, whether or not by automated means, including the collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,

alignment or combination, restriction, erasure or destruction of personal data. "Process" and "Processed" are construed accordingly.

"Restricted Transfer" means a transfer of personal data from the European Economic Area, the United Kingdom, or Switzerland to a country, territory, sector or international organisation that has not been the subject of an adequacy decision under Article 45 GDPR (or the equivalent provisions of the UK GDPR or Swiss law).

"Standard Contractual Clauses" or "SCCs" means the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as set out in Schedule 3.

"Sub-Sub-Processor" means any natural or legal person other than the Subcontractor itself who Processes Customer Data on behalf of the Subcontractor in connection with the Offer Agreement.

"Task" means has the meaning given in the Offer Agreement.

"Mellow Service" means has the meaning given in the Offer Agreement.

3. Role of the Parties

3.1 Variable role characterisation. The Subcontractor acknowledges that the role of each party in respect of Customer Data under Data Protection Laws depends on the nature of the services provided under the relevant Task and on the contractual arrangements between Mellow and the relevant Customer. The provisions of this Section 3 describe the default role characterisation. Where a specific Task or other written instruction issued by Mellow specifies a different role characterisation, that specification prevails for the purposes of that engagement.

3.2 Default characterisation. Unless otherwise specified in writing, the parties acknowledge and agree that, in connection with the performance of Works and/or rendering of Services under any Task:

(a) the Customer determines the purposes and means of the Processing of Customer Data and acts as a controller (or, where applicable, as a processor on behalf of a further controller);

(b) Mellow Processes Customer Data on behalf of the Customer in accordance with the Customer's documented instructions and acts as a processor (or, where applicable, as a sub-processor) of such Customer Data;

(c) the Subcontractor Processes Customer Data on behalf of Mellow (and indirectly on behalf of the Customer) in accordance with documented instructions communicated to the Subcontractor by Mellow or by the Customer through the Mellow Service, the Personal Profile, or otherwise as part of the relevant Task, and acts as a sub-processor of such Customer Data; and

(d) the Subcontractor is bound by the obligations set out in the SDPT as a sub-processor for the purposes of Article 28(4) GDPR and equivalent provisions of other Data Protection Laws.

3.3 Subcontractor's own personal data. The Subcontractor acknowledges that Mellow additionally Processes certain personal data of the Subcontractor (including contact information, identification data, payment data, tax data, and Mellow Service usage data) as an independent controller for Mellow's own

statutory, contractual, and corporate compliance purposes, including Subcontractor onboarding, contract administration, payments, tax and accounting, anti-money laundering and sanctions screening, fraud prevention, and regulatory record-keeping. Such Processing is governed by the Mellow Service Privacy Policy referenced in the respective section of the Offer Agreement and made available at https://mellow.io/documents/privacy-policy.

4. Subject Matter, Duration, Nature and Purpose of Processing

4.1 Description of Processing. The subject matter, duration, nature and purpose of the Processing of Customer Data under the SDPT, together with the types of personal data Processed and the categories of data subjects, are set out in Schedule 1 (Description of Processing). Schedule 1 describes the general parameters of Processing across all Tasks; the specific scope of Processing applicable to any particular Task is determined by the terms of that Task as communicated to the Subcontractor through the Personal Profile and the Mellow Service.

5. Subcontractor's Obligations

5.1 Documented instructions. The Subcontractor shall Process Customer Data only on documented instructions from Mellow (acting on its own behalf and on behalf of the relevant Customer), including with regard to transfers of Customer Data to a third country or an international organisation, unless required to do so by Cyprus law or other law to which the Subcontractor is subject. Where the Subcontractor is required to Process Customer Data otherwise than in accordance with such instructions, the Subcontractor shall inform Mellow of the legal requirement before Processing, unless the relevant law prohibits such information on important grounds of public interest. The Subcontractor's instructions are deemed to be those set out in (a) the Offer Agreement, (b) the SDPT, (c) the Task as communicated through the Personal Profile, and (d) any additional written instructions issued by Mellow or, with Mellow's authorisation, by the relevant Customer.

5.2 Instructions infringing Data Protection Laws. If the Subcontractor considers that an instruction from Mellow or from a Customer infringes the GDPR or any other Data Protection Law, the Subcontractor shall promptly notify Mellow in writing of such concern and shall not be obliged to act on the instruction pending resolution.

5.3 Confidentiality of personal data. The Subcontractor shall ensure that any natural person authorised to Process Customer Data has committed themselves to confidentiality, whether under a written agreement or under a statutory obligation of confidentiality, with respect to Customer Data. This obligation is in addition to, and not in substitution for, the Subcontractor's obligations under the Confidentiality Agreement (Annex N 1 to the Offer Agreement). The Subcontractor shall not disclose Customer Data to any third party except as expressly permitted under the SDPT or with the prior written consent of Mellow.

5.4 Purpose limitation. The Subcontractor shall not Process Customer Data for any purpose other than the performance of Works and/or rendering of Services under the relevant Task and the performance of the Subcontractor's obligations under the SDPT. In particular, the Subcontractor shall not (a) Process Customer

Data for the Subcontractor's own commercial purposes; (b) combine Customer Data with personal data received from any third party or processed for any other engagement; (c) sell, rent, share, or otherwise make Customer Data available to any third party; or (d) input, upload, or otherwise disclose Customer Data to any artificial intelligence system, machine learning system, or other automated tool, except where expressly authorised in writing by Mellow in accordance with the artificial intelligence use provisions of the Offer Agreement and only to the extent of such authorisation.

5.5 Compliance with Data Protection Laws. The Subcontractor shall, in respect of its Processing of Customer Data, comply in all material respects with the Data Protection Laws applicable to such Processing.

6. Technical and Organisational Measures

6.1 Implementation of measures. Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Subcontractor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as a minimum the measures set out in Schedule 2 (Technical and Organisational Measures).

6.2 Adequacy of measures. The Subcontractor's technical and organisational measures must, at all times, provide for at least the level of protection set out in Schedule 2. The Subcontractor may implement alternative or additional measures provided that such measures do not result in a lower level of protection.

6.3 Personnel. The Subcontractor shall ensure that any personnel of the Subcontractor authorised to Process Customer Data are appropriately trained in the requirements of Data Protection Laws and in the Subcontractor's information security obligations under the SDPT, and that access to Customer Data is limited to personnel for whom such access is necessary for the performance of the Works and Services under the relevant Task.

7. Engagement of Sub-Sub-Processors

7.1 General restriction. The Subcontractor acknowledges that, under Clause 1.6 of the Offer Agreement, the Subcontractor is required to perform Works and render Services only personally and may not engage third parties for that purpose except where expressly agreed with Mellow. Consistent with that requirement, the Subcontractor shall not engage any Sub-Sub-Processor to Process Customer Data without the prior written authorisation of Mellow.

7.2 Conditions for engagement. Where Mellow authorises the engagement of a Sub-Sub-Processor, the Subcontractor shall enter into a written contract with such Sub-Sub-Processor which imposes obligations equivalent to and no less protective than those imposed on the Subcontractor under the SDPT, providing sufficient guarantees that the Sub-Sub-Processor will implement appropriate technical and organisational measures in compliance with Article 28(4) GDPR.

7.3 Continuing liability. The Subcontractor shall remain fully liable to Mellow for the performance of each Sub-Sub-Processor's obligations and for any acts or omissions of any Sub-Sub-Processor in connection with the Processing of Customer Data.

8. Data Subject Rights

8.1 Notification of requests. If the Subcontractor receives a request, complaint, or other communication from a data subject relating to the Processing of Customer Data (a "Data Subject Request"), the Subcontractor shall (a) not respond substantively to the Data Subject Request except on the documented instructions of Mellow or the relevant Customer; and (b) notify Mellow of the Data Subject Request without undue delay and in any event within seventy-two (72) hours of receipt by means of the Personal Profile or by e-mail to dpo@mellow.io, providing such information as is reasonably required to enable Mellow or the Customer to respond.

8.2 Cooperation. The Subcontractor shall provide reasonable assistance to Mellow and to the relevant Customer in responding to Data Subject Requests, including in respect of requests for access, rectification, erasure, restriction of Processing, data portability, objection to Processing, and rights related to automated decision-making.

9. Personal Data Breaches

9.1 Notification. The Subcontractor shall notify Mellow of any Personal Data Breach without undue delay, and in any event within twenty-four (24) hours, after becoming aware of the Personal Data Breach. The notification shall be in writing and may be made by means of the Personal Profile or by e-mail to dpo@mellow.io, and shall include, to the extent then known:

(a) a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;

(b) the likely consequences of the Personal Data Breach;

(c) the measures taken or proposed to be taken by the Subcontractor to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects; and

(d) a contact point at the Subcontractor from whom further information may be obtained.

9.2 Cooperation in investigation and notification. The Subcontractor shall cooperate with Mellow and with the relevant Customer in the investigation, mitigation, and remediation of any Personal Data Breach, and shall provide such assistance as Mellow or the Customer may reasonably require to comply with their respective notification obligations to supervisory authorities and to affected data subjects under Articles 33 and 34 GDPR and equivalent provisions of other Data Protection Laws.

9.3 No public disclosure. The Subcontractor shall not notify any third party (including any supervisory authority, data subject, or media) of any Personal Data Breach affecting Customer Data without the prior

written authorisation of Mellow, except where such notification is required of the Subcontractor by applicable law.

10. International Transfers of Personal Data

10.1 Adequacy and Standard Contractual Clauses. Where the performance of Works and/or rendering of Services under a Task involves a Restricted Transfer of Customer Data from Mellow (acting as data exporter) to the Subcontractor (acting as data importer), the parties agree that:

(a) if the Subcontractor is established in a country, territory, sector, or international organisation that is the subject of a current adequacy decision under Article 45 GDPR covering the categories of Customer Data Processed under the relevant Task, the transfer is made on the basis of such adequacy decision and the substantive provisions of the Standard Contractual Clauses set out in Schedule 3 do not engage in respect of such transfer (but Schedule 3 remains executed as between the parties and shall apply automatically in the event the adequacy decision ceases to cover the transfer); and

(b) if the Subcontractor is established in any other country, territory, sector, or international organisation, the transfer is made on the basis of the Standard Contractual Clauses set out in Schedule 3, which apply substantively to such transfer and which are binding on the parties in accordance with their terms.

10.2 Transfers from the United Kingdom. Where a Restricted Transfer involves Customer Data subject to the UK GDPR, the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, as set out in Part 2 of Schedule 3, applies.

10.3 Transfers from Switzerland. Where a Restricted Transfer involves Customer Data subject to the Swiss Federal Act on Data Protection, the Standard Contractual Clauses in Schedule 3 apply with the modifications set out in Part 3 of Schedule 3.

10.4 Onward transfers. The Subcontractor shall not transfer or permit the transfer of Customer Data to any third party in a third country other than (a) with the prior written authorisation of Mellow and (b) subject to a transfer mechanism that complies with Chapter V GDPR.

10.5 Government access requests. If the Subcontractor receives a legally binding request from a public authority for disclosure of Customer Data, the Subcontractor shall (a) notify Mellow of such request as soon as possible, unless prohibited from doing so by applicable law; (b) challenge the request where there are reasonable grounds to do so under applicable law; and (c) disclose only the minimum amount of Customer Data required to comply with the request.

11. Audit and Information Rights

11.1 Information rights. The Subcontractor shall make available to Mellow, on request, all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and in the SDPT, including the Subcontractor's records of Processing activities relating to Customer Data.

11.2 Audit rights. Mellow (or a Customer, where Mellow is required by its agreement with the Customer to permit such audit) may, on reasonable prior written notice and not more than once per twelve (12) month period (except in the event of a Personal Data Breach or a reasonable suspicion of material non-compliance), conduct an audit of the Subcontractor's compliance with the SDPT. Audits shall be conducted during the Subcontractor's normal business hours, shall not unreasonably disrupt the Subcontractor's operations, and shall be subject to reasonable confidentiality obligations. The Subcontractor may satisfy the audit obligation in this Section 11.2 by providing Mellow with a copy of any current third-party certification, attestation, or audit report (including ISO 27001 certification, SOC 2 reports, or equivalent) covering the relevant Processing.

12. Return and Deletion of Customer Data

12.1 End of engagement. On termination or expiry of the Offer Agreement, or on completion of the relevant Task, or otherwise on the written instruction of Mellow communicated through the Personal Profile or by e-mail, the Subcontractor shall, at the choice of Mellow (acting on its own behalf or on behalf of the relevant Customer), return all Customer Data to Mellow or delete all Customer Data in the Subcontractor's possession or control, and shall delete existing copies, unless the Subcontractor is required to retain Customer Data by applicable law. This obligation is in addition to the Subcontractor's obligations to return or destroy materials containing Confidential Information under Section 5 of the Confidentiality Agreement (Annex N 1 to the Offer Agreement).

12.2 Confirmation of deletion. On Mellow's request, the Subcontractor shall provide written confirmation through the Personal Profile or by e-mail that all Customer Data has been deleted in accordance with Section 12.1.

12.3 Retention required by law. Where the Subcontractor is required by applicable law to retain Customer Data after termination or expiry of the Offer Agreement or completion of the Task, the Subcontractor shall (a) notify Mellow of the legal requirement; (b) ensure that the retained Customer Data continues to be protected in accordance with the SDPT for the duration of the retention period; and (c) Process the retained Customer Data only as required by the relevant law.

13. Liability

13.1 Liability for breach. Each party shall be liable to the other for the consequences of its breach of the SDPT in accordance with the liability and indemnification provisions of the Offer Agreement, including Clause 4.3 of the Offer Agreement. Nothing in the SDPT limits or excludes either party's liability for damage caused by Processing where such liability cannot be limited or excluded under applicable Data Protection Laws.

13.2 Regulatory fines. Each party shall bear any administrative fines imposed on it by a supervisory authority in respect of its own infringement of Data Protection Laws. Neither party shall be liable to indemnify the other in respect of administrative fines imposed on the other party by a supervisory authority.

14. Term and Termination

14.1 Term. The SDPT becomes effective on the date the Subcontractor accepts the terms of the Offer Agreement (or the date on which the version of the SDPT in force comes into effect, whichever is later) and remains in force for so long as the Offer Agreement remains in force. The obligations of the Subcontractor under the SDPT survive termination or expiry of the Offer Agreement to the extent necessary to give effect to obligations relating to confidentiality of personal data, return or deletion of Customer Data, and cooperation in respect of Personal Data Breaches occurring during the Offer Agreement.

15. Amendment of the SDPT

15.1 Right to amend. Mellow may amend the SDPT from time to time to (a) reflect changes in applicable Data Protection Laws or regulatory guidance; (b) reflect changes in the Standard Contractual Clauses or in adequacy decisions; (c) reflect changes in Mellow's services or operations; or (d) otherwise improve the protection of personal data Processed under the SDPT. The Subcontractor acknowledges that the right to amend in this Section 15.1 mirrors, and is consistent with, the unilateral amendment right of Mellow set out in Clause 14.1 of the Offer Agreement.

15.2 Notice and acceptance. Mellow shall notify the Subcontractor of any material amendment to the SDPT by means of the Personal Profile in the Mellow Service or by e-mail, not less than thirty (30) days before the amendment takes effect. The Subcontractor's continued acceptance of Tasks or continued performance of Works and/or rendering of Services after the effective date of the amendment constitutes acceptance of the amended SDPT. If the Subcontractor does not agree with the amendment, the Subcontractor may terminate the Offer Agreement in accordance with Clause 11.2 of the Offer Agreement.

15.3 Non-material changes. Non-material amendments to the SDPT (including changes to correct typographical errors or to clarify the application of existing provisions) take effect on publication of the updated SDPT at the URL specified at the top of this document.

16. General

16.1 Governing law. Except where the Standard Contractual Clauses in Schedule 3 provide otherwise, the SDPT is governed by and construed in accordance with the laws of the Republic of Cyprus, consistent with the Offer Agreement.

16.2 Dispute resolution. Disputes arising out of or in connection with the SDPT shall be resolved in accordance with the dispute resolution provisions of the Offer Agreement, save that disputes within the scope of the Standard Contractual Clauses are resolved as provided in those Clauses.

16.3 Severability. If any provision of the SDPT is held to be invalid, illegal, or unenforceable, the remaining provisions remain in full force and effect. The parties shall negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the original commercial intention of the parties.

16.4 Notices. Notices under the SDPT may be given to Mellow at dpo@mellow.io or through any other means specified by Mellow from time to time, and to the Subcontractor by means of the Personal Profile or by e-mail to the address held by Mellow for the Subcontractor.

16.5 Versioning. The version and Effective Date of the SDPT in force from time to time are stated at the top of the document. Prior versions are maintained by Mellow and available on request to dpo@mellow.io. Each Task is governed by the version of the SDPT in force on the date of acceptance of that Task, as amended in accordance with Section 15.

Schedule 1 — Description of Processing

This Schedule 1 describes the general parameters of the Processing of Customer Data under the SDPT. The specific scope of Processing applicable to any particular Task is determined by the terms of that Task as communicated to the Subcontractor through the Personal Profile.

Subject matter

The Processing of personal data of natural persons whose data is made available to the Subcontractor through the Mellow Service or otherwise in connection with the performance of Works and/or rendering of Services under any Task, for the purpose of delivering such Works and Services to the relevant Customer.

Duration

The duration of the Processing in respect of each Task is the duration of that Task, plus any further period during which the Subcontractor is required by applicable law to retain Customer Data, and any further period necessary for the return or deletion of Customer Data under Section 12 of the SDPT.

Nature and purpose

The nature and purpose of the Processing may include:

- performance of the Works and rendering of the Services specified by the relevant Task, including communication with the Customer's end-users, employees, suppliers, or other contacts where required by the Task;
- handling, drafting, editing, reviewing, processing, or otherwise interacting with content, communications, documents, or data containing personal data, as required by the Task;
- accessing Customer-controlled systems, applications, or platforms on which Customer Data resides, where the Customer or Mellow has so authorised;
- creation of Results that may incorporate or reference personal data, where the Task so requires;
- transferring Results that contain or reference personal data to Mellow via the Personal Profile in accordance with Section 2 of the Offer Agreement; and
- returning, transferring, or deleting Customer Data on termination of the relevant engagement or as instructed by Mellow.

Categories of data subjects

Categories of data subjects may include:

- employees, representatives, and contact persons of the Customer;
- end-users, customers, clients, and prospective customers of the Customer;
- suppliers, vendors, and contractors of the Customer;
- other natural persons whose personal data is included in the Customer Data made available to the Subcontractor in connection with any Task.

Categories of personal data

Categories of personal data may include:

- contact information (name, e-mail address, telephone number, postal address);
- identification data, where required for the Customer's purposes;
- communications content (including the content of e-mails, chat messages, support interactions, and other correspondence);
- transactional, financial, or commercial data, where required for the Customer's purposes;
- employment-related data, where required for the Customer's purposes;
- other personal data that the Customer makes available or that arises in the course of the Subcontractor's performance of Works and rendering of Services under any Task.

Special categories of personal data

Special categories of personal data within the meaning of Article 9 GDPR may be Processed under the SDPT only where the Customer's instructions and the Customer's lawful basis under Article 9(2) GDPR so require, and only where Mellow has confirmed in the relevant Task that such Processing is within scope. Where special categories of personal data are Processed, the Subcontractor shall apply heightened security and confidentiality measures, including any measures specified by Mellow for the relevant Task.

Frequency of transfer

Continuous, for the duration of the relevant Task.

Schedule 2 — Technical and Organisational Measures

The Subcontractor shall implement and maintain the following technical and organisational measures in respect of all Processing of Customer Data under the SDPT. These measures supplement, and do not supersede, the protection measures required under the Confidentiality Agreement (Annex N 1 to the Offer Agreement).

A. Confidentiality and access control

- Access to Customer Data is limited to the Subcontractor personally and, where authorised in writing by Mellow in accordance with Section 7 of the SDPT, to specifically named personnel of the Subcontractor who have a need to access such data for the performance of the Works and Services.
- All personnel authorised to access Customer Data are bound by written confidentiality obligations of the same nature as those imposed on the Subcontractor under the Confidentiality Agreement and the SDPT.
- Access to Customer Data is protected by individual user credentials, with multi-factor authentication where the Customer-controlled or Mellow-provided system supports it.
- The Subcontractor shall not share access credentials with any third party and shall promptly revoke access for any personnel who cease to be involved in the relevant Task.

B. Integrity and storage

- Where the Subcontractor accesses Customer Data on Customer-controlled or Mellow-provided systems, the Subcontractor shall use those systems for the Processing of Customer Data and shall not copy, download, or store Customer Data on personal devices, personal cloud accounts, or other unauthorised storage locations, except where strictly necessary for the Works and Services under the Task and authorised by Mellow or the Customer.
- Where the Subcontractor is authorised to store Customer Data locally, such data shall be stored on encrypted storage media, with full-disk encryption enabled on the device, and shall be subject to access controls preventing unauthorised access.
- The Subcontractor shall not transmit Customer Data over public networks (including by e-mail) in unencrypted form. Where transmission of Customer Data outside the Customer-controlled or Mellow-provided system is necessary, the Subcontractor shall use encrypted channels (TLS for transmission; encrypted attachments or secure file-sharing services where the recipient does not support TLS-secured channels).

C. Device and endpoint security

- The Subcontractor shall use up-to-date operating systems and applications on devices used to access or Process Customer Data, with security patches applied within a reasonable period of release.
- Devices used to access or Process Customer Data shall have active anti-malware protection.

- Devices used to access or Process Customer Data shall be configured with screen locks requiring authentication after a reasonable period of inactivity.

D. Awareness and training

- The Subcontractor shall maintain a working knowledge of basic information security and data protection principles, including the requirements of the SDPT.
- Where Mellow or a Customer makes available specific information security training relevant to a Task, the Subcontractor shall complete such training as instructed through the Personal Profile.

E. Incident management

- The Subcontractor shall maintain a process for the prompt identification, escalation, and reporting of any actual or suspected Personal Data Breach to Mellow in accordance with Section 9 of the SDPT.
- The Subcontractor shall cooperate with Mellow in any investigation of a Personal Data Breach and shall preserve evidence as instructed.

F. Compliance with Customer security policies

- Where the relevant Customer's information security policies are made available to the Subcontractor by Mellow (whether through the Personal Profile or otherwise), the Subcontractor shall comply with those policies in connection with the Processing of the relevant Customer's Customer Data.
- In the event of any conflict between a Customer's security policies and the measures set out in this Schedule 2, the higher standard applies.

G. Restrictions on use of artificial intelligence systems

- Consistent with the artificial intelligence use provisions of the Offer Agreement, the Subcontractor shall not input, upload, or otherwise disclose Customer Data to any artificial intelligence system, machine learning system, or other automated tool, except where expressly authorised in writing by Mellow and only to the extent of such authorisation.
- Where use of an artificial intelligence system is authorised for a particular Task, the Subcontractor shall only use systems that are compliant with the requirements of the EU AI Act and other applicable laws, and shall ensure that the system is configured so that Customer Data is not used by the system provider for training, fine-tuning, or any purpose other than serving the Subcontractor's authorised use.

H. Return and deletion

- On termination or expiry of the Offer Agreement, on completion of the relevant Task, or on instruction from Mellow, the Subcontractor shall securely delete Customer Data from all devices and storage locations under the Subcontractor's control, using methods that prevent recovery (including secure wipe utilities for local storage and permanent deletion from cloud services).

Schedule 3 — Standard Contractual Clauses

Part 1: EU Standard Contractual Clauses

The parties incorporate by reference the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the "EU SCCs"), with Module Three (Processor to Processor) selected and with the following options and completions:

Modules

- Module Three (Processor to Processor) applies. Modules One, Two, and Four do not apply.

Optional clauses

- Clause 7 (Docking Clause): does not apply.
- Clause 9 (Use of sub-processors): Option 2 (General Written Authorisation) applies. The Subcontractor shall give Mellow not less than thirty (30) days' prior written notice of any intended addition or replacement of Sub-Sub-Processors, in accordance with Section 7 of the SDPT.
- Clause 11(a) (Redress): the optional language allowing data subjects to lodge a complaint with an independent dispute resolution body does not apply.
- Clause 17 (Governing law): Option 1 applies. The EU SCCs are governed by the laws of the Republic of Cyprus.
- Clause 18 (Choice of forum and jurisdiction): the courts of the Republic of Cyprus have jurisdiction in respect of disputes arising from the EU SCCs.

Self-engaging operation

The substantive provisions of the EU SCCs are operative only in respect of Restricted Transfers as defined in the SDPT. Where a transfer is made to a Subcontractor established in a country covered by a current adequacy decision under Article 45 GDPR, the substantive provisions of the EU SCCs do not engage in respect of that transfer (but remain binding as between the parties and shall apply automatically in the event the adequacy decision ceases to cover the transfer).

Annex I.A — List of Parties

Data exporter	The Mellow group company identified in the Offer Agreement. Role: processor.
Data importer	The Subcontractor, as identified upon registration of the Personal Profile in the Mellow Service. Role: processor.
Contact	For the data exporter: dpo@mellow.io. For the data importer: as held by Mellow for the Subcontractor.

Signature and date	Deemed executed on the date the Subcontractor accepts the terms of the Offer Agreement (or, if later, the date the relevant version of the SDPT comes into effect), subject to the operative-provisions logic in Section 10.1 of the SDPT.

Annex I.B — Description of the transfer

Categories of data subjects	As set out in Schedule 1 of the SDPT.
Categories of personal data	As set out in Schedule 1 of the SDPT.
Special categories of personal data	As set out in Schedule 1 of the SDPT. Where Processed, subject to heightened protections.
Frequency of the transfer	Continuous, for the duration of the relevant Task.
Nature of the processing	As set out in Schedule 1 of the SDPT.
Purpose(s) of the transfer and further processing	Performance of Works and/or rendering of Services in accordance with the Task and the Customer's instructions.
Retention period	For the duration of the Task, plus any further retention period required by applicable law or as otherwise specified under Section 12 of the SDPT.
Transfers to sub-processors	Subject to authorisation by Mellow under Section 7 of the SDPT. Subject matter, nature, and duration: as for the Subcontractor's own Processing.

Annex I.C — Competent supervisory authority

The competent supervisory authority is the Office of the Commissioner for Personal Data Protection of the Republic of Cyprus, save where the EU SCCs require a different supervisory authority to be designated in accordance with Clause 13 of the EU SCCs.

Annex II — Technical and organisational measures

The technical and organisational measures applicable to the transferred Customer Data are those set out in Schedule 2 of the SDPT, together with any additional measures specified by the relevant Customer's information security policies where applicable.

Annex III — List of sub-processors

The Subcontractor is not authorised to engage Sub-Sub-Processors except in accordance with Section 7 of the SDPT and consistent with Clause 1.6 of the Offer Agreement. Where authorised Sub-Sub-Processors exist, they shall be listed in the schedule communicated by the Subcontractor to Mellow through the Personal Profile.

Part 2: United Kingdom International Data Transfer Addendum

Where a Restricted Transfer is subject to the UK GDPR, the EU SCCs in Part 1 of this Schedule 3 apply as modified by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's Office under section 119A of the Data Protection Act 2018, version B1.0 in force from 21 March 2022 (the "UK Addendum"). The UK Addendum is incorporated by reference, with the following completions:

- Table 1 (Parties): as set out in Annex I.A above.
- Table 2 (Selected SCCs, Modules and Selected Clauses): Module Three applies; the EU SCCs as completed in Part 1 of this Schedule 3 are the Addendum EU SCCs.
- Table 3 (Appendix Information): as set out in Annexes I.B and II above.
- Table 4 (Ending the Addendum): either party may end the Addendum as set out in Section 19 of the UK Addendum.

Part 3: Switzerland

Where a Restricted Transfer is subject to the Swiss Federal Act on Data Protection, the EU SCCs in Part 1 of this Schedule 3 apply with the following modifications:

- references to "Regulation (EU) 2016/679" are interpreted as references to the Swiss Federal Act on Data Protection;
- references to specific Articles of "Regulation (EU) 2016/679" are replaced by the equivalent Article or section of the Swiss Federal Act on Data Protection;
- references to "EU", "Union", "Member State", and "Member State law" are replaced by references to "Switzerland" and "Swiss law" respectively;
- the competent supervisory authority for the purposes of Clause 13 is the Swiss Federal Data Protection and Information Commissioner; and
- the EU SCCs as so modified are governed by the laws of Switzerland and disputes are resolved before the courts of Switzerland.