

THIS AGREEMENT WILL APPLY WHERE:

- **MLXP IS THE CONTRACTING PARTY**
- **MLXP IS THE CONTRACTING PARTY AND THE CUSTOMER IS REGISTERED IN THE EEA**
- **MLXP IS THE CONTRACTING PARTY AND THE CUSTOMER IS OUTSIDE THE EEA BUT THE PERSONAL DATA BEING TRANSFERRED TO MLXP RELATES TO INDIVIDUALS BASED IN THE EEA**

ANY QUERIES RELATING TO THIS AGREEMENT SHOULD BE DIRECTED TO MLXP'S DATA PROTECTION OFFICER: INFO@MLXP.COM

BACKGROUND

- (A) Customer processes Personal Data in connection with their business activities;
- (B) Customer wishes to receive and MLXP wishes to provide goods and/or services under existing and/or future agreement(s) between the parties (the "**Master Agreement**" which includes contract, order forms and statements of work);
- (C) MLXP may therefore process Personal Data subject to Privacy Law on behalf of Customer as a consequence of the Master Agreement;
- (D) Privacy Law provides that such processing shall be governed by a written agreement;
- (E) The parties wish to enter into this Data Processing Agreement ("**DPA**") to satisfy such requirement

The parties hereby mutually agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this DPA, the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

- 1.1 "**Controller**", "**Cross-border Processing**", "**Data Subject**", "**Personal Data Breach**", "**process**", and "**Processor**" shall have the meanings given to them in Privacy Law
- 1.2 "**Personal Data**" shall have the meaning given to it in Privacy Law and will only include such Personal Data that is subject to Privacy Law

- 1.3 **“Privacy Law”** shall mean Directive 95/46/EC (Data Protection) and European Union Regulation 2016/679 and any other applicable data protection legislation including implementing legislation, guidelines and industry standards from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Data
- 1.4 **“Privacy Principles”** shall mean the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield framework, as amended from time to time, and available at <https://www.privacyshield.gov/> or other subsequent location designated by the U.S Department of Commerce
- 1.5 **“Sub Processor”** shall mean a third party contracted by MLXP to process the Personal Data on behalf of MLXP.

2. SCOPE

- 2.1 MLXP is the Processor of the Personal Data it provides to Customers. The actions of D&B as Controller of this data are outside the scope of this DPA.
- 2.2 This DPA applies to Personal Data which MLXP processes as a Processor on behalf of Customer.

2.3 The subject matter, duration nature and purpose of the Personal Data provided under this DPA are as specified in the Master Agreement and the type of Personal Data and categories of Data Subjects are listed below:

Type of Personal Data	Customer may provide the minimum required from the following list in order for MLXP to provide the product or service requested: email addresses, names, contact details, job titles, residential or business address; photograph; employer; academic title and qualifications; career history; driving license; attendance records; job title; gender; professional telephone number (including mobile telephone number) and fax number; personal email address; personal telephone number (including mobile telephone number); marital status; credit score or limit, risk, failure and delinquency score; payment information; DUNS Number; type of business; IP address; cookie data; login credentials (username and password); traffic data; images and sounds.
Categories of Data Subjects	Individuals associated or potentially associated with incorporated and unincorporated organisations.

2.4 Any references to the European Union or European Economic Area are deemed to include the United Kingdom. MLXP and Customer shall comply with any changes to this DPA that are necessary under Privacy Law as a result of the United Kingdom’s departure from the European Union and the European Economic Area.

3. COMPLIANCE

3.1 MLXP will comply with Privacy Law relating to the Personal Data.

- 3.2 MLXP (i) will only act on documented instructions from Customer regarding the processing of Personal Data, (ii) will not process Personal Data for any purposes other than for the purpose(s) specified in an applicable Order or Statement of Work, and (iii) will not disclose Personal Data to any third party unless requested to do so by Customer or required by law. MLXP shall notify Customer if it believes that the instructions infringe applicable European Union or European Union Member State law unless informing Customer is prohibited by law on important grounds of public interest.
- 3.3 Where disclosure is required by law, MLXP will (to the extent permitted by law) inform Customer in advance of making the disclosure and will co-operate with Customer to limit the scope of the disclosure to what is strictly required by law.
- 3.4 Customer represents and warrants that it has all necessary legal rights, title, consents and authority to provide the Personal Data to MLXP to process as described herein.
- 3.5 For the avoidance of doubt the parties acknowledge and agree that where applicable this DPA is in compliance with the Privacy Principles.
- 3.6 The parties acknowledge and agree that in case of conflict between this DPA and the Master Agreement the DPA will prevail.

4 CONFIDENTIALITY AND SECURITY

- 4.1 Having regard to the state of the art and cost of implementation MLXP will take appropriate technical measures (including the use of encryption) and organizational measures (including confidentiality obligations towards all staff working with Personal Data) to avoid unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the processing and the nature of the Personal Data to be protected.
- 4.2 MLXP will take reasonable steps in regard to the reliability of any of its employees who have access to the Personal Data, including training all such employees in Privacy Law and requiring such employees to maintain confidentiality with respect to the Personal Data. MLXP will limit access to the Personal Data (including when in a test environment) to those of its employees who have a business need for access.
- 4.3 If MLXP becomes aware of a Personal Data Breach, MLXP will:
- (a) promptly notify Customer of the details of the incident;
 - (b) promptly initiate an investigation into the circumstances surrounding the incident and make a report of the investigation available to Customer; and
 - (c) co-operate with Customer's investigation and at Customer's cost provide such reasonable assistance requested by Customer in order for Customer to comply with its obligations under Privacy Law including any notifications that Customer is required to make as a result of a Personal Data Breach.

5. COOPERATION

- 5.1 MLXP will delete or return the Personal Data if an account is terminated or not renewed unless European Union or European Union Member State law requires storage of Personal Data.
- 5.2 MLXP shall make available to Customer information necessary to demonstrate compliance with this DPA and Privacy Law.
- 5.3 MLXP shall implement measures to assist Customer in complying with the rights of the Data Subjects.
- 5.4 MLXP will notify Customer promptly if MLXP receives any enquiry or complaint from a supervisory authority or Data Subject about the processing of their Personal Data. MLXP will co-operate with Customer to permit it to respond to such enquiry or complaint.
- 5.5 MLXP shall also assist Customer in relation to (i) any data protection impact assessment or regulatory consultation that Customer is required to make in relation to Personal Data; and (ii) the implementation of technical and organizational security measures as required under Privacy Law.
- 5.6 MLXP will permit Customer to take reasonable steps, and on reasonable notice and during normal business hours, at Customer's cost to assess compliance by MLXP with its obligations under this DPA, including by inspecting MLXP's data processing facilities, procedures and documentation (limited to a maximum of one (1) inspection in any twelve (12) month period, or such further occasions as may be required by Privacy Law). Customer hereby agrees (i) to limit any inspection to the extent reasonably necessary to confirm such compliance, (ii) to enter into a confidentiality agreement (in a form reasonably acceptable to Customer) in respect of any information that its representative may incidentally be provided access to while carrying out an inspection, (iii) to ensure that Customer's personnel shall comply with all MLXP's security policies at the relevant MLXP locations and shall always be accompanied by a representative of MLXP, and (iv) to indemnify MLXP against any loss or damage to MLXP arising from the negligence of Customer's personnel whilst such personnel are carrying out the activities described in this clause.

6 SUB-PROCESSORS

- 6.1 Customer acknowledges and agrees that MLXP may use Sub Processors.
- 6.2 MLXP may continue to use such Sub Processors already engaged by MLXP as at the date of this DPA and at Schedule 1 (subject to MLXP in each case meeting the obligations set out in this DPA).
listed
- 6.3 MLXP shall give Customer notice of a new Sub Processors, including full details of the processing to be undertaken by the Sub Processors by updating the Schedule to this DPA. If on receipt of an updated DPA, Customer notifies MLXP in writing within 5 working days of any objections (on reasonable grounds) to an appointment MLXP shall halt the prospective processing until reasonable steps have been taken to address the objections raised by Customer.
- 6.4 MLXP shall enter into a written agreement or other binding legal act under European Union or European Union Member State law with each Sub Processor which imposes the same obligations on that Sub Processor as are imposed on MLXP under this DPA and the Master Agreement.
- 6.5 MLXP shall remain liable to Customer for any Sub Processor's processing of the Personal Data under this DPA and the Master Agreement

7 INTERNATIONAL DATA TRANSFERS

- 7.1 To the extent that the processing of Personal Data by MLXP and/or any of its Sub Processors involves the transfer of Personal Data to a territory that does not provide an adequate level of protection, the parties undertake to provide appropriate safeguards in accordance with Privacy Law in the form of a European Union approved data transfer mechanism (this may include the controller to processor standard contractual clauses adopted by the European Commission and valid from time to time and the Privacy Shield certification or Binding Corporate Rules as applicable).
- 7.2 MLXP Inc is certified under the Privacy Shield.
- 7.3 Notwithstanding clause 3.6 above in case of conflict between the DPA, the Master Agreement and the standard contractual clauses mentioned in clause 7.1 above the standard contractual clauses shall prevail.

8 GENERAL

- 8.1 This DPA shall be governed by and construed in accordance with the laws of the jurisdiction listed in the Master Agreement and those laws shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this DPA.
- 8.2 In the event that any one or more of the provisions of this DPA shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this DPA shall continue in full force and effect and the parties will negotiate in good faith to substitute a provision of like effect and intent to that deemed to be unenforceable

