

PSYTECH GDPR ADDENDUM

This Data Processing Addendum (“**Addendum**”) is between Disc Nordic (“**Partner**”) and Psytech International Ltd (“**Psytech**”) and effective as of May 25, 2018 (“**Effective Date**”). For purposes of the Data Protection Legislation, the parties acknowledge and agree that Partner is the the Processor) and Psytech the sub-processor).

This Addendum forms part of the underlying agreement (“**Agreement**”) between Partner and Psytech fully executed on May 1, 2017. The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement remain in full force and effect.

With respect to provisions regarding processing of Customer Personal Data, in the event of any conflict or inconsistency between the Agreement and this Addendum and between this Addendum and any previous variations or amendments to the Agreement, the provisions of this Addendum shall prevail to the extent of such conflict of inconsistency.

In consideration of the mutual obligations set out herein, the parties hereby agree that this Addendum shall be inserted as a new Schedule to the Agreement.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below:

1.1.1 “**Data Protection Legislation**” means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

1.1.2 “**EEA**” means the European Economic Area;

1.1.3 “**Services**” means the services Psytech provides pursuant to and under the Agreement;

1.1.4 “**Customer Personal Data**” means any Personal Data processed by Psytech on behalf of the Partner in connection with the Agreement, as more fully set out in Annex 1;

1.1.6 “**Standard Contractual Clauses**” means the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU;

1.1.5 “**Permitted Sub-Processor**” means Sub-processors listed at Annex 2 and any third party appointed by Psytech to process Customer Personal Data in accordance with Paragraph 5.1; and

1.2 The terms, “**Commission**”, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Processor**,” and “**Supervisory Authority**” shall have the same meaning as in GDPR, and their associated terms shall be construed accordingly.

2. Partner Warranties and Representations

2.1. Partner warrants and represents that:

2.1.1 it shall observe and comply with its obligations under Data Protection Legislation with respect to Customer Personal Data it processes under or in relation to the Agreement;

2.2.2. it has obtained all necessary consents or satisfies another lawful ground for processing and has provided privacy notices to its customers and personnel (as required by Data Protection Laws) to enable Partner to share Customer Personal Data with Psytech for the purposes of Psytech and its Permitted Sub-Processors providing the Services as envisaged by the Agreement and this Addendum

2.2.3 where Partner receives Customer Personal Data in its capacity as a Data Processor, Partner has received confirmation from its customers or personnel that Psytech (and Psytech's Permitted Sub-Processors) are approved sub-processors authorised to process Customer Personal Data for the purpose of Psytech and its Permitted Sub-Processors providing the Services; and

2.2.4 it shall provide clear and comprehensible written instructions to Psytech for the processing of Customer Personal Data to be carried out under the Agreement.

3. Processing of Customer Personal Data; Partner's Instructions to Psytech

3.1. Psytech is appointed by Partner to process Customer Personal Data on behalf of the Partner as is necessary to provide Services to the Partner under the Agreement.

3.2 Annex 1 to this Addendum sets out certain information regarding the Processing of Personal Data as required by Article 28(3) of GDPR.

3.3. Psytech shall not process Customer Personal Data other than on the Partner's reasonable, lawful written instructions as specified in the Agreement and in this Addendum, including in Annex 1, unless Processing is required by laws to which Psytech is subject, in which event Psytech shall to the extent permitted by law inform the Partner of the legal requirement before the relevant Processing of that Personal Data.

3.4. Psytech shall ensure that all personnel who are authorised to process the Customer Personal Data are obliged to keep said Customer Personal Data confidential.

4. Data Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Psytech shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of GDPR.

4.2. In assessing the appropriate level of security, Psytech shall take into account the risks that are presented by Processing of Personal Data, with particular regard to its accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access.

4.3. Psytech shall notify the Partner without undue delay upon Psytech becoming aware of a Personal Data Breach affecting the Customer Personal Data, providing the Partner with sufficient information to allow the Partner to meet any obligations to report or inform Customer and Data Subjects of the Personal Data Breach under Data Protection Legislation.

5. Sub-processing

5.1. Partner consents to Psytech appointing the Permitted Sub-Processors as third-party Processors of Customer Personal Data under the Agreement. Where Psytech adds or replaces a sub-processor, it shall first inform the Partner of the intended change. Partner may object to the engagement of such sub-processor by notifying Psytech of its objection within 10 days of receipt of notice provided that such objection must be on reasonable, substantiated grounds directly related to the sub-processor's ability to comply with substantially similar obligations of those set out in this Addendum.

5.2 When engaging any sub-processor, Psytech shall:

5.2.1 enter into a written agreement with the sub-processor which shall:

- (a) require the sub-processor to only process Customer Personal Data in accordance with the written instructions of Psytech; and
- (b) impose substantially similar obligations on the sub-processor to those set out in this Addendum, 5.2.2 remain responsible for compliance with its obligations in this Addendum and for any acts or omissions of the sub-processor to the extent that they cause Psytech to be in breach of its obligations under this Addendum.

6. Data Subject's Rights

Taking into account the nature of the Processing, Psytech shall provide Customer with such co-operation and assistance as may reasonably be required in relation to any request made by a data subject to exercise their rights under the Data Protection Laws in relation to their Personal Data.

7. Assistance to the Partner

Taking into account the nature of the Processing and the information available to Psytech, Psytech shall provide co-operation and assistance to the Partner, to allow the Partner to comply with the Partner's obligations under Articles 32-36 of GDPR with respect to data security, data breach notifications, data impact assessment, consultations with supervisory authorities or regulators, the fulfilment of Data Subjects' rights, and any enquiry, notice or investigation by a supervisory authority.

8. Deletion or Return of Customer Personal Data

8.1. At the Partner's election, Psytech shall delete or return all Customer Personal Data to the Partner and delete all existing copies unless required by applicable law to retain Customer Data.

9. Audit rights

9.1. Psytech shall make available to the Partner on reasonable request, information reasonably necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to reasonable audits, including inspections, by the Partner upon reasonable notice by Partner to Psytech.

10. International transfer of data

10.1 Where the Partner is based outside of the EEA or a country offering an adequate level of data protection (as approved by the EU Commission from time to time), any Personal Data transfer between Psytech and Partner requires execution of Standard Contractual Clauses in order to comply with the Data Protection Legislation (where Psytech is the entity exporting Personal Data to Partner

outside the EEA), the parties will complete all relevant details in, and execute, the Standard Contractual Clauses, and take all other actions required to legitimise the transfer.

10.2 Partner consents to Customer Personal Data being processed by Psytech (and its Permitted Sub-Processors) outside the EEA. The terms of the data transfer shall be governed as set out in Annex 2.

10.3 If, for whatever reason, the transfer of Customer Personal Data under Paragraph 10.1 and 10.2 ceases to be lawful, Psytech shall, with the Partner's consent, implement an alternative lawful transfer mechanism.

11. General

11.1. Changes in Data Protection Legislation. The Partner or Psytech may by at least thirty (30) days' written notice to the other from time to time propose any variations to this Addendum which the Partner or Psytech reasonably considers to be necessary to address the requirements of Data Protection Legislation and the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the Partner's or Psytech's notice as soon as is reasonably practicable.

11.2 Limitation of Liability re Data Subjects. For the avoidance of any doubt nothing in the Agreement shall limit the liability of either party towards a Data Subject where it has not complied with its obligations under the Data Protection Legislation or where it has acted outside of the lawful instructions of DISC Nordic (in the case of Psytech International) or the Controller (in the case of DISC Nordic).


11.3 Counterparts. This Addendum may be entered into in counterparts, all of which when taken together shall constitute one and the same instrument.

11.4. Governing law and jurisdiction. The parties to this Addendum submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Addendum. This Addendum is governed by the laws of the country or territory stipulated for this purpose in the Agreement.

This Addendum is entered into and effective from the Effective Date.

Psytech

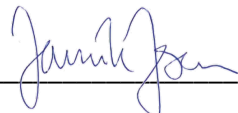
Partner


Signature _____

Name Laurens Paltiel

Title Director

Date Signed 25/05/2018


Signature _____

Name Jannik Jensen

Title Director

Date Signed 25/05/2018

ANNEX 1:

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Customer Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

If not otherwise specified in the Agreement, the subject matter and duration of the Processing of the Customer Personal Data are as follows:

Partner collects Customer Personal Data from its customers and provides such Customer Personal Data to Psytech in order for Psytech to provide the Services and related support for their partnership.

Where Partner is a Data Processor, Psytech, as an approved Sub-Processor, processes Customer Personal Data on behalf of the Partner to provide Services to Partner in its capacity as sub-processor.

Duration of processing shall be for the duration of the Agreement.

The nature and purpose of the Processing of Customer Personal Data

Psytech provides an assessment delivery platform, Genesys Online, to Partner for partner to licence to Partner's customers. The purpose of the processing is to enable Partners and its customers to use the Genesys Online platform, allowing users to:

- Create Genesys account;
- Manage online assessments;
- Provide electronically the online assessment to designated respondents;
- Edit respondent information;
- Generate report output based on results from respondent responses;
- Distribute of report output;
- Notate customer account;
- Generate reports based on results from respondent responses.

Psytech anonymises personal data it receives and uses anonymised data for evidential value and research and statistical purposes.

The types of Customer Personal Data

- First name, surname, business contact information and user names of account administrators;
- First name, surname, email address and gender of respondents who complete an assessment ("**Respondents**");
- Respondents' business/user demographic information;
- Respondents' source session data, which may include personal data, sent by the Respondent; to the Internet, or received by the respondent from the Internet.

The categories of Data Subjects:

- Partner's customers and their authorised users;
- Partner's customers' employees, contractors and workers;
- End users (including Respondents) of the Genesys Online platform.

ANNEX 2:

SUBPROCESSORS

Hosting Services

Microsoft Azure

<https://azure.microsoft.com/en-gb/>

Microsoft HQ: 1 Microsoft Way, Redmond, WA 98052, USA.

Appropriate Safeguards: EU-US Privacy Shield

Email Services

Mailjet

<https://www.mailjet.com/>

Paris, Ile-de-France, France