

DATA PROCESSING ADDENDUM

1 APPLICATION OF THIS ADDENDUM

- 1.1 If our Processing (as defined below) of Personal Data (as defined below) is governed by the GDPR or the UK GDPR, this Data Processing Addendum, including its Schedules, (**Addendum**) forms part of our Terms of Use at www.synchub.io/terms (**Terms**) and sets out the parties' agreement in relation to the processing of Personal Data (as defined below) in accordance with EU/UK Data Protection Laws (as defined below).
- 1.2 We are located in New Zealand, which the European Commission has determined provides adequate protection for the purposes of Article 45 of the GDPR and which has also been deemed to provide adequate protection for the purposes Article 45 of the UK GDPR. However, to provide you with additional assurance as to our data protection commitments, this Addendum also includes Standard Contractual Clauses and a UK IDTA (as defined below), which are construed as set out in Schedules 4 and 5 and are pre-signed by us. If our Processing of Personal Data is subject to the GDPR and you would like to opt in to the Standard Contractual Clauses, or if our Processing of Personal Data is subject to the UK GDPR and you would like to opt in to the UK IDTA, please complete the necessary details, countersign the Standard Contractual Clauses, and return a counter-signed copy to us at ops@synchub.io.
- 1.3 Except as varied in this Addendum (including the Standard Contractual Clauses and the UK IDTA, if applicable) all terms and conditions set out in the Terms continue to apply.

2 INTERPRETATION

- 2.1 Unless the context requires otherwise:
 - a capitalised terms used, but not defined, in this Addendum will have the meanings given to them in EU/UK Data Protection Laws (or, if not defined in EU/UK Data Protection Laws, the Terms);
 - b the rules of interpretation set out in the Terms apply to this Addendum; and
 - c references to *clauses* are references to the clauses in this Addendum.
- 2.2 In this Addendum:

Applicable Data Protection Laws means EU/UK Data Protection Laws and any applicable data protection or privacy laws of any other country

Data Controller means:

- a a data controller as defined in the GDPR and UK GDPR; and
- b the equivalent under the Applicable Data Protection Laws

Data Processor means:

- a a data processor as defined in the GDPR and UK GDPR; and
- b the equivalent under the Applicable Data Protection Laws

EU/UK Data Protection Laws means all laws and regulations, including laws and regulations of the European Union, its member states and the United Kingdom, that apply to the Processing of Personal Data under the Terms, including (where applicable) the GDPR and the UK GDPR

Instruction means the instructions set out in clause 3.4 or agreed under clause 3.5

Personal Data means all Data which is personal data under the GDPR or UK GDPR

Standard Contractual Clauses means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, as updated from time to time and construed as set out in Schedule 4, and as may be amended under clause 12.1

Sub-Processor means any person appointed by us or on our behalf to Process Personal Data on your behalf in connection with the Terms.

UK IDTA means the *International Data Transfer Addendum to the EU Commission Standard Contractual Clauses* issued by the United Kingdom's Information Commissioner's Office, version B1.0, in force as of 21 March 2022, as may be revised in accordance with Section 18 of the Mandatory Clauses of that addendum and construed as set out in Schedule 5, and as may be amended under clause 12.1.

2.3 If there is any conflict between any of the following, they will have precedence in the descending order of priority set out below:

- a the Standard Contractual Clauses and the UK IDTA;
- b this Addendum; and
- c the remainder of the Terms.

3 PROCESSING OF PERSONAL DATA

3.1 With respect to the Processing of Personal Data under the Terms:

- a you act as the Data Controller;

- b we act as the Data Processor; and
 - c subject to clause 6, we may engage the Sub-Processors listed in Schedule 2.
- 3.2 We will comply with all Applicable Data Protection Laws that apply to our Processing of Personal Data on your behalf, including all EU/UK Data Protection Laws that apply to Data Processors.
- 3.3 You must, when using the Services, comply with all Applicable Data Protection Laws that apply to your Processing of Personal Data, including all EU/UK Data Protection Laws that apply to Data Controllers.
- 3.4 You instruct us to Process Personal Data and in particular, subject to clause 6, transfer Personal Data to any country or territory:
 - a as reasonably necessary to provide the Services in accordance with the Terms;
 - b as initiated through the use of the SaaS Service by you, your Personnel and other end users you allow to use the SaaS Service; and
 - c to comply with any further instruction from you (including by email or through our support channels) that is consistent with the Terms and this Addendum.
- 3.5 This Addendum and the remainder of the Terms are your complete and final instructions for the Processing of Personal Data as at the time this Addendum takes effect. Any additional or alternate instructions must be agreed between us and you separately in writing.
- 3.6 We will not Process Personal Data other than on your Instructions unless required by any law to which we are subject, in which case we will to the extent permitted by applicable law inform you of that legal requirement before we Process that Personal Data.
- 3.7 As required by Article 28(3) of the GDPR and the UK GDPR the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this Addendum are set out in Schedule 1. We may amend Schedule 1 from time to time on written notice to you as we reasonably consider necessary to meet the requirements of EU/UK Data Protection Laws.
- 3.8 The duration of Processing is limited to the duration of the Terms. Our obligations in relation to Processing will continue until the Personal Data has been properly deleted or returned to you in accordance with clause 11 of this Addendum.
- 3.9 You are solely responsible for ensuring that your Instructions comply with Applicable Data Protection Laws. It is also your responsibility to enter into data processing agreements with other relevant Data Controllers in order to allow us and our Sub-Processors to Process Personal Data in accordance with this Addendum.

- 3.10 If, in our reasonable opinion, an Instruction infringes Applicable Data Protection Laws, we will notify you as soon as reasonably practicable.

4 DATA SUBJECT REQUESTS

- 4.1 To the extent permitted by law, we will notify you promptly if we receive a request from a Data Subject to exercise the Data Subject's rights under Applicable Data Protection Laws relating to any Personal Data (**Data Subject Request**).
- 4.2 Taking into account the nature of the Processing, we will assist you by implementing appropriate technical and organisational measures, to the extent possible, to fulfil your obligation to respond to a Data Subject Request under Applicable Data Protection Laws.
- 4.3 To the extent you do not have the ability to address a Data Subject Request, we will, on your written request, provide reasonable assistance in accordance with Applicable Data Protection Laws to facilitate that Data Subject Request. You will reimburse us for the costs arising from this assistance.
- 4.4 We will not respond to a Data Subject Request except on your written request or if required by applicable law.

5 OUR PERSONNEL

We will:

- a take reasonable steps to ensure the reliability of any of our Personnel engaged in the Processing of Personal Data;
- b ensure that access to Personal Data is limited to our Personnel who require that access as strictly necessary for the purposes of exercising our rights and performing our obligations under the Terms;
- c ensure that our Personnel engaged in Processing Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality; and
- d ensure that our Personnel engaged in Processing Personal Data are informed of the confidential nature of the Personal Data and receive appropriate training on their responsibilities.

6 SUB-PROCESSORS

- 6.1 You acknowledge and agree that we may engage third party Sub-Processors in connection with the provision of the Services.

- 6.2 We have entered into (and will, for any new Sub-Processor, enter into) written agreements with each Sub-Processor containing data protection obligations which offer at least the same level of protection for Personal Data as set out in this Addendum and that meet the requirements of Article 28(3) of the GDPR and the UK GDPR, as applicable to the nature of the services provided by that Sub-Processor.
- 6.3 You may request copies of our written agreements with Sub-Processors (which may be redacted to remove confidential information not relevant to this Addendum).
- 6.4 A list of current Sub-Processors for the Services as at 16 July 2026 is set out in Schedule 2. We may update the list of Sub-Processors from time to time and, subject to clause 6.5, we will give at least 30 days' written notice of any new Sub-Processor (**Change Notice**).
- 6.5 We may engage Sub-Processors as needed to serve as an Emergency Replacement to maintain and support the Services. *Emergency Replacement* means a sudden replacement of a Sub-Processor where a change is outside our reasonable control. In this case, we will inform you of the replacement Sub-Processor as soon as reasonably practicable.
- 6.6 You may object to any new Sub-Processor on reasonable grounds by notifying us within 10 days of receipt of a Change Notice. Your notice of objection to any new Sub-Processor must explain the reasonable grounds for your objection. The parties must discuss your concerns about the new Sub-Processor in good faith with a view to resolve the objection to the use of the new Sub-Processor in a commercially reasonable manner. If it is not possible to resolve the objection, and we do not revoke the Change Notice before the date the Change Notice takes effect, you may, despite anything to the contrary in the Terms, terminate the applicable Services under the Terms that cannot be provided to you without that new Sub-Processor. If you do not terminate the relevant Services under the Terms in accordance with this clause, you are deemed to have agreed to the new Sub-Processor.
- 6.7 We are liable for the acts and omissions of our Sub-Processors to the same extent we would be liable if performing the services of each Sub-Processor directly under the terms of this Addendum, except as otherwise set out in this Addendum.

7 SECURITY

We will maintain technical and organisational measures to protect the confidentiality, integrity and security of Personal Data (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data), and to manage data security incidents affecting Personal Data, in accordance with Schedule 3.

8 SECURITY BREACH MANAGEMENT

- 8.1 We will comply with all applicable laws requiring notification to you of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data Processed by us or our Sub-Processors of which we become aware (**Breach Incident**).
- 8.2 We will:
- a make reasonable efforts to identify the cause of that Breach Incident;
 - b notify you within a timely manner to allow you to meet your obligations to report a Breach Incident; and
 - c take steps we consider necessary and reasonable to remediate the cause of the Breach Incident, to the extent remediation is within our reasonable control.

9 AUDIT AND COMPLIANCE

Upon your written request, we will, at your cost, submit to your audits and inspections, and provide you all information necessary, to demonstrate that both you and we are complying with our respective obligations under Applicable Data Protection Laws (including our respective obligations under Article 28 of the GDPR and the UK GDPR).

10 DATA PROTECTION IMPACT ASSESSMENT

Upon your written request, we will, at your cost, provide you with reasonable assistance needed to fulfil your obligations under Applicable Data Protection Laws to carry out a data protection impact assessment relating to your use of the SaaS Service, to the extent you do not otherwise have access to the relevant information.

11 RETURN AND DELETION OF PERSONAL DATA

- 11.1 Subject to clauses 11.2 and 11.3, following termination of the Terms we will delete all Personal Data within a reasonable period from termination of the Terms.
- 11.2 Subject to clause 11.3, you may submit a written request to us within 10 working days of the termination of the Terms requiring us, within 20 working days of your written request, to:
- a return a complete copy of all Personal Data by secure file transfer in a common format; and
 - b delete all other copies of Personal Data Processed by us or any Sub-Processor.
- 11.3 We, or each Sub-Processor, may retain Personal Data to the extent that it is required by applicable laws, provided that we ensure the confidentiality of all such Personal Data and ensure that such Data is only processed as necessary for the purposes required under applicable laws requiring its Processing and for no other purpose.

11.4 If we cannot delete all Personal Data due to technical reasons, we will inform you as soon as reasonably practicable and will take reasonably necessary steps to:

- a come as close as possible to a complete and permanent deletion of the Personal Data;
- b fully and effectively anonymise the remaining data; and
- c make the remaining Personal Data which is not deleted or effectively anonymised unavailable for future Processing.

12 CHANGES IN DATA PROTECTION LAWS

12.1 We may on at least 30 days' written notice to you from time to time, make any variations to this Addendum (including to the construction of the Standard Contractual Clauses out in Schedule 4 and/or to the construction of the UK IDTA set out in Schedule 5), which we consider (acting reasonably) are required as a result of any change in, or decision of a competent authority under, Applicable Data Protection Laws, to allow transfers and Processing of Personal Data to continue without breach of Applicable Data Protection Laws.

12.2 If you object to any variation under clause 12.1 on reasonable grounds, you may, despite anything to the contrary in the Terms, terminate the Terms and your right to access and use the SaaS Service without penalty on written notice, provided your notice of termination is received by us before the effective date of our notice. If you do not terminate the Terms and your right to access and use the SaaS Service in accordance with this clause, you are deemed to have agreed to the variation.

13 LIMITATION OF LIABILITY

The liability of each party to the other party under or in connection with this Addendum is subject to the limitations and exclusions set out in the Terms, and any reference in the Terms to the liability of a party means the aggregate liability of that party under the Terms and this Addendum together.

14 GENERAL

If any provision of this Addendum is, or becomes unenforceable, illegal or invalid for any reason, the relevant provision is deemed to be varied to the extent necessary to remedy the unenforceability, illegality or invalidity. If variation is not possible, the provision must be treated as severed from this Addendum without affecting any other provisions of this Addendum.

SCHEDULE 1

DETAILS OF PROCESSING

Nature and Purpose of Processing

We will Process Personal Data as necessary to provide the Services in accordance with the Terms, as further specified in our online documentation relating to the SaaS Service, and as further instructed by you and your Personnel and other end users you allow to use the SaaS Service through the use of the SaaS Service.

Duration of Processing

Subject to clause 11 of this Addendum, we will Process Personal Data for the duration of the Terms, unless otherwise agreed upon in writing.

Categories of Data Subjects

You may process Personal Data using the SaaS Service, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- ▲ your employees
- ▲ your suppliers, service providers and contractors who are natural persons
- ▲ your customers and potential customers who are natural persons
- ▲ your other contacts who are natural persons
- ▲ employees and other representatives of the persons above who are natural persons.

Type of Data

You may process Personal Data using the SaaS Service, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to, the following categories of personal data:

- ▲ name
- ▲ address and contact details
- ▲ any other Personal Data contained in any cloud service, SaaS service or data feed you connect to the SaaS Service

SCHEDULE 2

LIST OF SUB-PROCESSORS AS AT 16 JULY 2026

- ▲ **Microsoft Azure**, Sydney, Australia, data hosting
- ▲ **Twilio, Inc.**, USA, SMS provider
- ▲ **The Rocket Science Group LLC (trading as Mailchimp)**, USA, Transactional Email (formerly Mandrill), primary email server

SCHEDULE 3

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

<https://www.synchub.io/security>

SCHEDULE 4

EU STANDARD CONTRACTUAL CLAUSES

- 1 In this Schedule, references to:
 - a **data importer** means us;
 - b **data exporter** means you; and
 - c a **Clause** means a clause in the Standard Contractual Clauses, unless otherwise specified.
- 2 The Standard Contractual Clauses are incorporated into this Addendum and will be construed as follows:
 - a All footnotes and explanatory comments are deleted.
 - b Only the Module 2 (Controller to Processor) provisions apply.
 - c Clause 7 (Docking Clause) does not apply.
 - d The instructions to the data exporter are construed by reference to clause 3.4 of this Addendum.
 - e Clause 8.5 (Duration of processing and erasure of data) of Module 2 is construed by reference to clause 3.8 of this Addendum.
 - f For Clause 9 (Sub-Processors) Option 2: General Written Authorisation applies, and the data importer will specifically give the data exporter notice as set out in clause 6.4 to give the data exporter sufficient time to be able to object to such change prior to the engagement of the new Sub-processor.
 - g In Clause 11 (Redress), the optional provision at Clause 11(a) does not apply.
 - h In Clause 13 (Supervision), the following wording applies at Clause 13(a):
 - a *Where the data exporter:*
 - i *is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex IC, shall act as competent supervisory authority;*
 - ii *is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU)*

2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex IC, shall act as competent supervisory authority; or

iii *is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex IC, shall act as competent supervisory authority.*

i In Clause 17 (Governing law), Option 1 applies, and the governing law is the law of the Republic of Ireland.

j In Clause 18 (Choice of forum and jurisdiction), disputes arising from the Clauses will be resolved by the courts of the Republic of Ireland.

3 Annex I of the Standard Contractual Clauses is completed with the information in the Appendix to this Schedule.

4 Annex II of the Standard Contractual Clauses is completed with the information in Schedule 3.

5 Annex III of the Standard Contractual Clauses is completed with the information in Schedule 2.

APPENDIX TO SCHEDULE 4

A LIST OF PARTIES

Data exporter(s):

Customer to complete the details below

Name: _____.

Address: _____

Contact person's name, position and contact details: _____

Activities relevant to the data transferred under these Clauses: _____

Signature and date: _____ / _____ / _____

Role (controller/processor): Controller.

And

Data importer(s):

Name: SyncHub Limited, a New Zealand company, company number 8334781

Address: Flat 2a, 1 Tika Street, Parnell, Auckland 1052, New Zealand

Contact person's name and position: Ben Liebert, Director

E-mail: ops@synchub.io

Activities relevant to the data transferred under these Clauses: As set out in the Agreement

Signature and date:



20 Jul 2026

Role (controller/processor): Processor.

B DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

As set out in Schedule 1 of the of the Data Processing Addendum to which these Clauses are attached (DPA).

Categories of personal data transferred

As set out in Schedule 1 of the DPA.

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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Not applicable, unless Customer submits Sensitive Data in its use of the Services as described in the Agreement.

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

Continuous for the duration of the Agreement.

Nature of the processing

As set out in Schedule 1 of the DPA.

Purpose(s) of the data transfer and further processing

As set out in the Agreement and this DPA.

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

As set out in the DPA.

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

As set out in Schedule 2 of the DPA.

C COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13 (*Customer to complete*)

SCHEDULE 5

INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

- 1 In this Schedule, references to:
 - a **data importer** means us; and
 - b **data exporter** means you.
- 2 The UK IDTA supplements the Standard Contractual Clauses, both of which are incorporated into this Agreement and construed as follows:
 - a In Table 1:
 - i the parties' details will be as set out in the Appendix to Schedule 4; and
 - ii the key contacts will be as set out in the Appendix to Schedule 4.
 - b In Table 2, the Approved EU SCCs will be the Standard Contractual Clauses construed as set out in Schedule 4.
 - c In Table 3:
 - i Annexes 1A and 1B will be as set out in the Appendix to Schedule 4;
 - ii Annex II will be as set out in Schedule 3; and
 - iii Annex III will be as set out in Schedule 2.
 - d In Table 4, the data importer and the data exporter may end the UK IDTA as set out in Section 19 of the UK IDTA.
 - e The Mandatory Clauses will be the template Addendum B.1.0 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 of those Mandatory Clauses.