



DATA PROTECTION ADDENDUM

Pure Events Hospitality and Management Limited (“T/A Pure Communications Group”) is required to demonstrate accountability for compliance with data protection laws (including the UK GDPR and the Data Protection Act 2018 (“GDPR”) by our, affiliates, clients and through our supply chain. We ask you to please confirm your compliance with your legal obligations to Pure Communications Group by signing and returning to us this Data Protection Addendum (“DPA”).

References in this document to “Pure Communications Group” shall be read as references to whom you are transacting. References in this document to “Supplier”, “you” or “your” shall refer to the entity that is acting in the capacity of a service provider/supplier/vendor to Pure Communications Group and to your respective subcontractors and affiliates.

This DPA forms part of each agreement between you and Pure Communications Group for the provision of data (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (each an “Agreement”) and supplements and amends the Agreement(s) to reflect the parties’ agreement with regard to the Processing and protection of Personal Data.

Defined terms are set out below

Pure Communications Group Supplier agrees to the following:

1.Compliance with law

You will comply with obligations under all Applicable Laws with respect to the Processing of Personal Data connection with the Agreement.

2.Safeguarding

You confirm and can evidence that you have appropriate security measures in place to protect Personal Data, including appropriate technical and organizational measures, to protect against unauthorized or unlawful Processing and against accidental loss, destruction or damage.

3.Fair Processing

You confirm you will treat Personal Data received from Pure Communications Group as confidential and Process any Personal Data only in accordance with the written instructions of Pure Communications Group and will not use or Process any Personal Data received from Pure Communications Group for any purpose other than to provide the Services agreed or as otherwise agreed in writing. The subject-matter and details of the Personal Data being Processed shall be set out in the Agreement. If you become aware of any errors or inaccuracies in the Pure Communications Group Personal Data, you will notify Pure Communications Group promptly.

4.Personnel handling Personal Data

You will take reasonable steps to ensure the reliability of any employees, affiliates, subcontractors, or agents (“Personnel”) engaged in the Processing of Personal Data. You confirm that any Pure Communications Group Personal Data to which you have access will be accessible only to your Personnel who: (i) need to have access (ii) have been trained on appropriate handling of Personal



Data; and (iii) are subject to contractual obligations of privacy, security, and confidentiality in respect of such Personal Data.

5. Transfers

You confirm you will not transfer, and will ensure that any subcontractor does not transfer, Pure Communications Group Personal Data received out of the country in which it is provided to you, except (a) to the United Kingdom; (b) between member states of the European Economic Area (“EEA”); or (c) on the written instructions of Pure Communications Group.

If you transfer Pure Communications Group Personal Data outside of the UK or EEA, you will promptly enter (or require, in the case of a transfer by or to a subcontractor, that that subcontractor promptly enters) into an agreement with the relevant parties on appropriate Restricted International Transfer Rules Standard Clauses contained in UK GDPR or equivalent.

Any transfer by you of Personal Data to Pure Communications Group agencies outside of the UK or EEA will be made on relevant UK Model Clauses.

6. DPO and third-party enquiries

You confirm that you will have a Data Protection Officer (or a designated employee) who will be responsible for ensuring the lawful management of Personal Data and all related issues and who will be available to help Pure Communications Group, in a timely manner, should there be any enquiries received from Data Subjects or any competent data protection or privacy authority, in relation to Personal Data Processed by you.

You confirm, you will give Pure Communications Group such assistance and information as it may reasonably request, in a timely manner, to assist Pure Communications Group to comply with its obligations under GDPR, in relation to any Pure Communications Group Personal Data.

7. Consent

You confirm that if you are an operator of a digital property (including for example websites and apps) through which Pure Communications Group collects Personal Data you have in place and can evidence, mechanisms for obtaining appropriate consent to such collection of Personal Data by means and for the purposes used by Pure Communications Group as set out in the Agreement; and include a clear and unambiguous link to an easy-to-use mechanism that provides the Data Subject the ability to opt out, including where applicable the ability for a Data Subject to opt out of Interest-Based Advertising.

You confirm that if you facilitate the provision to Pure Communications Group of Personal Data from digital properties operated by third parties you shall have in place legally enforceable obligations with such third parties requiring them to obtain appropriate consent and to enable you to provide evidence of such consent to Pure Communications Group, for the means and for the purposes required for Pure Communications Group’ use of such Personal Data as set out in the Agreement. You will be responsible for providing any third party with any relevant information set out in the Agreement and/or otherwise provided by Pure Communications Group in writing

You confirm that if you are a data provider to Pure Communications Group you have proof of appropriate consent (where applicable) of any Data Subject, whose Personal Data you share with Pure Communications Group and in all cases, such Data Subjects were provided with a clear and



unambiguous option to an easy-to-use mechanism to opt-out, including where applicable the ability for a Data Subject to opt out of Interest-Based Advertising

8. Privacy Policy & Disclosures

If you are an operator of a digital property through which Personal Data is collected and provided to us you will ensure that you have a privacy notice that complies with Applicable Laws. Wherever possible you will name Pure Communications Group as a party for and/or by whom Personal Data is collected through your digital property.

If you facilitate the provision to Pure Communications Group of Personal Data from digital properties operated by third parties you will contractually require your relevant contracting parties to ensure that each relevant digital property has a privacy notice that complies with Applicable Laws. Wherever possible you will require that such third parties name Pure Communications Group as a party for and/or by whom Personal Data is collected through such third-party digital property.

If you are a data provider to Pure Communications Group you warrant and represent that all parties collecting or receiving Personal Data from Data Subjects which is made available by you to Pure Communications Group ("Supplier Data") have a privacy notice, that clearly and unambiguously discloses the collection, provision and usage of Supplier Data, including without limitation descriptions of data collection for Interest-Based Advertising by Pure Communications Group, in compliance with Applicable Laws and provides an easy-to-use mechanism that enables the Data Subject to opt out (including where applicable the ability for a Data Subject to opt out of Interest-Based Advertising) through the services provided by Supplier or its data sources.

If you Process Pure Communications Group Personal Data you will ensure that you have an accessible, up-to-date privacy notice explaining the technology that you use and how you Process Personal Data.

9. Sub-processors

Pure Communications Group authorises you to appoint Sub-processors in accordance with this section and Article 28 of GDPR. You may continue to use those Sub-processors already engaged by you as of the date of this DPA, subject to Supplier in each case, as soon as practicable, meeting the obligations set out in this section and Article 28 of GDPR.

You shall give Pure Communications Group prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor.

With respect to each Sub-processor, you shall: (i) before the Sub-processor first Processes Pure Communications Group Personal Data carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Pure Communications Group Personal Data required by Applicable Laws and the Agreement; (ii) ensure that the Sub-processor executes a written contract including terms which offer at least the same level of protection for Pure Communications Group Personal Data as those set out in this DPA and meet the requirements of Applicable Law; (iii) upon reasonable request provide to Pure Communications Group for review such copies of the agreements with Sub-processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA) as Pure Communications Group may reasonably request from time to time; and (iv) be liable for the acts and omissions of its



Sub-processors to the same extent Supplier would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

10. Personal Data Breach

You confirm that in the event of a Personal Data Breach which involves Pure Communications Group Personal Data you will: (i) promptly take all necessary and appropriate corrective action to remedy the underlying causes of the Personal Data Breach and make reasonable commercial efforts to ensure that such Personal Data Breach will not recur; (ii) notify Pure Communications Group without delay, and in any event within twenty-four (24) hours, providing reasonable detail of the Personal Data Breach and likely impact on Data Subjects; and (iii) take any action required by Applicable Law and/or at the reasonable request of Pure Communications Group.

Pure Communications Group shall make the final decision on notifying (including the contents of such notice) Pure Communications Group' clients, employees, service providers, Data Subjects and/or the general public of such Personal Data Breach, and the implementation of the remediation plan, to the extent Pure Communications Group Personal Data is concerned.

11. Retention

You will ensure that any Pure Communications Group Personal Data in your possession is returned to Pure Communications Group or destroyed, each at Pure Communications Group' election, when it is no longer required for the performance of the Services agreed, or within a reasonable time taking into consideration the type of Personal Data.

12. Rights of Data Subjects

You confirm you have the means and will take all reasonable action to allow us to comply with reasonable requests from Data Subjects (in relation their rights under Article 12-22 of GDPR) in the event that we have shared their Personal Data with you.

13. Sensitive/ Special Personal Data

You confirm you will not share any sensitive/special categories of Personal Data, as defined in Article 9 and 10 of GDPR, with Pure Communications Group unless expressly agreed in writing.

14. Audit

You confirm that you will cooperate fully with any reasonable requests for information from Pure Communications Group and/or Pure Communications Group clients about your Processing of Personal Data. To the extent necessary to enable all parties to comply with their obligations under Applicable Laws you will permit Pure Communications Group and/or Pure Communications Group clients to conduct an audit of your compliance with this DPA and Applicable Laws.

15. Order of Precedence

You acknowledge and agree that the terms and conditions of this DPA shall complement and supplement the Agreement. Nothing in this DPA reduces your obligations under the Agreement in relation to the protection of Personal Data or permits you to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this DPA, the Restricted International Transfers Standard Clauses and an Agreement, the order of precedence shall be: (1) model clauses (2) DPA (3) an Agreement.



16.Changes in Applicable Laws

Pure Communications Group may: (i) by at least 30 (thirty) calendar days' written notice to you, make any variations to the Model Terms which are required as a result of any change in, or decision of a competent authority under Applicable Law to allow those restricted data transfers to be made without breach of that Applicable Law; and (ii) propose any other variations to this DPA which Pure Communications Group reasonably considers to be necessary to address the requirements of any Applicable Law. If Pure Communications Group gives such a notice Supplier shall promptly co-operate (and ensure that any affected Sub-processors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place with Sub-processors.

Definitions:

Applicable Laws means laws, rules, directives, regulations issued or enacted by any government entity (including any domestic or foreign, supra-national, state, county, municipal, local, territorial or other government, which includes to the extent applicable, UK GDPR and the Data Protection Act 2018, Directive 95/46/EC, Directive 2002/58/EC, European Commission decisions and guidance) each as transposed into domestic legislation of each Member State or other country and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR, and any industry self-regulatory principles that are applicable in the location or region where the Services are provided or received, related to the Processing of Personal Data or the interception, recording or monitoring of communications.

Pure Communications Group Personal Data means any Personal Data collected or received by you for and on behalf of Pure Communications Group or its clients, whether received from Data Subjects, third parties or Pure Communications Group;

Restricted International Transfers Standard Clauses means the restricted transfer rules contained in the UK GDPR and the Data Protection Act 2018 ("DPA 2018"). The previous EU GDPR standard contractual clauses automatically became valid for restricted transfers under the UK GDPR on 31 December 2020;

"Sub-processor" means any third party (including any Supplier affiliate) appointed by or on behalf of Supplier to Process Personal Data on behalf of Pure Communications Group in connection with an Agreement

The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", and "Processing", and "Supervising Authorities" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

SUPPLIER ACCEPTANCE

Supplier agrees that this DPA shall take effect as an agreed written amendment to the Agreement noted in the table above (or where no such agreement exists as binding contractual commitments entered into in consideration of the mutual cooperation between Pure Communications Group and Supplier to facilitate both parties' compliance with Applicable Law):



Supplier Name (Please include full company name)

Signed

Name

Position

Date