

MASTER SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") DEFINES THE RELATIONSHIP BETWEEN APPEN BUTLER HILL PTY, LTD. ("COMPANY") AND YOU, THE PERSON REQUESTED BY COMPANY OR ITS AFFILIATES TO PROVIDE CERTAIN SERVICES AND DELIVERABLES IN SUPPORT OF COMPANY'S AND ITS AFFILIATES' BUSINESS ("YOU", "YOUR", AND "CONTRACTOR").

By accepting this Agreement: (i) You confirm that you accept the terms of this Agreement and the terms of your engagement; and (ii) You represent and certify to the Company that (a) You are of legal age and are competent to enter into a binding contract under the laws of the jurisdiction in which you are located ("Applicable Laws") (and in all cases that You are at least 18 years old), (b) You are providing accurate information regarding your identity and applicable taxpayer identification, if so required; (c) You are not prohibited from offering to provide or providing the Services pursuant to any Applicable Laws, (d) Your performance of this Agreement in accordance with its terms complies with all Applicable Laws; (e) If working with Personal Data, You have appropriate Organizational and Technical Measures to ensure the ongoing privacy, safety and security of Personal Data and attest to the same. You agree to act solely on the instructions from the Company in your dealing with said Personal Data; and (f) You understand and agree that any misrepresentations, misstatements or inaccurate information that You provide to the Company may result in the Company seeking liquidated damages and other penalties under this Agreement against You as set forth below in Section 11.9 of this Agreement. At any time upon the Company's request, You shall provide the Company with verification of Your age, identity and other necessary information.

IF YOU CANNOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MUST NOT SIGN BELOW, AND COMPANY AND ITS AFFILIATES WILL NOT ENGAGE YOU TO PERFORM SERVICES.

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound (which include the Contractor, the Company and any of the Company's Affiliates that execute a Scope of Work pursuant to this Agreement), agree as follows:

1. Definitions.

"Affiliate" means any company that is controlled by, controls, or is under common control with Company, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"Applicable Laws" means all applicable laws, regulations and Legal Requests, including all applicable privacy, data security and data protection laws, regulations and rules in any jurisdiction.

"Applicable Standards" means all the applicable government standards, industry standards and best practices.

"Client" means Company's and its' Affiliate's clients.

"Effective Date" means the date that you click "I Accept" below.

“Legal Request” means a binding disclosure request made pursuant to law, governmental regulation, court order, subpoena, warrant or other valid legal authority or legal procedure.

“Ordering Party” means the Company or an Affiliate of the Company, in each case that executes the relevant Scope of Work.

“Results” means all information, drawings, documents, designs, copyrightable material and other tangible and intangible materials authored, prepared, created, made, developed, delivered, conceived or reduced to practice, in whole or in part, by Contractor in performing Services.

“Scope of Work” means a written document, or a description of tasks and rates outlined within the Company’s application tool, executed by both the Ordering Party and Contractor pursuant to this Agreement and referencing this Agreement, that includes a detailed project plan for the provision of the applicable Services, the method of accomplishing such request, the Results to be delivered thereunder, the projected schedule for completion, and the fees to be paid and schedule for payments, along with such additional information as the Ordering Party and Contractor may agree.

“Personal Data” means any information relating to an identifiable or identified natural person (‘data subject’); an identifiable natural person is one who can be directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or as described in Article 4 (1) of Regulation (EU) 2016/679 of the European Parliament known as the General Data Protection Regulation (GDPR).

“Organizational and Technical Measures” has the meaning given in the General Data Protection Regulation (“GCPR”) (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, and repealing Directive 95/46/EC.

2. Contractor’s Work.

2.1. Services. Contractor agrees to perform for the Ordering Party the work specified in the Scope of Work to this Agreement (“Services”) and to deliver Results thereunder, all in accordance with such Scope of Work within the time period provided for therein or, if no time period is specified therein, then for such period of time until either party terminates such Scope of Work as permitted in Section 3. The terms and conditions of this Agreement, including the Scope of Work, shall govern the purchase and sale of Services hereunder. In the event of a conflict between the main body of this Agreement and a Scope of Work, the terms of the Scope of Work shall govern for purposes of such Scope of Work only. The Ordering Party shall be liable and responsible for its obligations under the Scope of Work that it executes, and Company and its Affiliates shall not be jointly and severally liable therefor, and Contractor shall look solely to the Ordering Party in respect of any claim for breach or damages under such Scope of Work. Each Ordering Party may purchase Services under this Agreement, and may otherwise act under the same terms as those in this Agreement that apply to Company (including in both cases obtaining the benefits and protections of indemnity, representations and warranties, and remedies under this Agreement to the same extent as Company). Further, Company is entitled to all rights under the Agreement for all Services purchased by Ordering Parties as if Company had purchased the Services directly from Contractor. Company and Ordering Party are not jointly and severally liable under any Scope of Work, and Contractor shall look solely to the Ordering Party in respect of any breach or damages arising under a Scope of Work.

2.2. Warranties. Contractor warrants that: (i) it has the equipment and materials necessary to perform the Services; (ii) it has the legal right to perform the Services in the jurisdiction in which Contractor is domiciled; and (iii) If Contractor is a corporation or other business entity, the Services shall be provided by approved representatives or employees of Contractor approved by the Ordering Party in writing prior to performing any of the Services. Contractor is responsible for a breach of this Agreement by its employees, agents and contractors. Contractor warrants, represents and covenants that its performance under this Agreement shall be conducted in a professional manner by qualified personnel in a manner consistent with industry standards, that all Services and Results will be free of errors and defects and will conform to all requirements and specifications set forth in the applicable Scope of Work. Contractor shall, upon request, provide a tax identification or social security number, if applicable in Contractor's taxing jurisdiction, and all citizenship and residency information requested by Company.

2.3. Licenses. Other than readily available "off the shelf" software, Contractor shall not use any third-party intellectual property, software or other materials ("Third-Party Materials") not owned by either the Ordering Party or the relevant Client in performance under this Agreement without the Ordering Party's prior written consent. If Contractor wishes to use any Third-Party Materials in performance under this Agreement, Contractor will submit to the Ordering Party the Third-Party Material, reasons for wishing to use the Third-Party Material, the terms and conditions of the licenses associated with such Third-Party Material, any other agreements concerning the Third-Party Materials, and any potential conflicts between those licenses and agreements and the agreement between the Ordering Party and its Client. The use of any Third-Party Materials shall be governed by (i) the licenses and agreements which may accompany them; (ii) separate written agreements that may be required, and/or (iii) applicable law, and the Contractor shall abide by the terms and conditions contained therein when performing work. Without limiting the foregoing, if Contractor's work requires a license, Contractor warrants, represents and covenants that it has obtained that license, and that such license is in full force and effect and will remain in full force and effect during the term of this Agreement.

2.4. Acceptance. The Services and Results (defined in Section 7) are subject to the Ordering Party's approval and acceptance. Any such approvals or acceptances shall not affect the responsibility and obligation of Contractor to perform the Services and provide the Results according to the specifications set forth in each applicable Scope of Work. If the Ordering Party informs Contractor of any defects or errors that are discovered in the Results or Services within the later of thirty (30) days of delivery of such Results or completion of such Services or thirty (30) days of receipt of notice from Company's customer if the Results, or any of them, are being delivered to a customer, Contractor shall use commercially reasonable efforts to promptly and at its own expense correct such Results or re-perform such Services.

3. Term and Termination.

3.1. Term. This Agreement will commence on the Effective Date and continue unless and until terminated earlier pursuant to this Section 3. Termination of this Agreement shall automatically terminate each outstanding Scope of Work, but termination of any given Scope of Work shall not—alone—terminate any other Scope of Work or this Agreement.

3.2. Termination by Contractor. Contractor may terminate any given Scope of Work on not less than 30-days' notice without penalty and with or without reason. In the event of such termination,

the Ordering Party will pay Contractor for accrued charges actually incurred prior to the date of termination.

3.3. Company Termination. The Ordering Party may terminate any given Scope of Work on not less than 30-days' notice without penalty and with or without reason. In addition, if any of the subsequent events occur, the Company may immediately terminate this Agreement without penalty upon notice to Contractor, and the Company shall have no liability to the Contractor of any kind as a result of such termination (except for the Company's liability for accrued charges incurred prior to said termination date): (i) if Contractor's Services are performed in support of a Client, such Client either terminates its agreement with the Company or otherwise changes the scope of its project with the Company; (ii) the Contractor is in breach of this Agreement or any given Scope of Work; (iii) the Contractor's work product fails to satisfy the metrics provided by the Ordering Party, which shall be determined in the Company's sole discretion; (iv) if Contractor's Services are performed in support of a Client, such Client directs the Ordering Party to remove the Contractor from performing the work because the Contractor's work is determined by the Client to be of below average quality; or (v) if Contractor's Services are performed in support of a Client, such Client advises the Ordering Party that they have received the requisite amount of data and have no further data requirements in relation to the Scope of Work; or (vi) the Contractor commits an act of gross negligence, willful misconduct, fraud or dishonesty, or makes any misrepresentations to the Company or a Client, or is convicted of any crime.

4. Policies and Conditions. Contractor agrees to and accepts all the terms and conditions set forth in this Agreement and in any other document or policy relating hereto that is signed or agreed by Contractor, including without limitation, if Contractor's Services are performed in support of a Client, a nondisclosure agreement protecting the Client's information. If Contractor will not sign or agree to any such other terms and conditions, then Company may terminate the Scope(s) of Work to which they apply upon notice to Contractor, or Company may immediately terminate this Agreement without penalty upon notice to Contractor, and in each case the Company shall have no liability to the Contractor of any kind as a result of such termination (except for the Company's liability for accrued charges incurred prior to said termination date).

5. Status.

5.1. Independent Contractor. Contractor shall act in the capacity of an independent contractor with respect to the Ordering Party, and not as an employee or authorized agent of the Ordering Party. Contractor shall have no authority to enter into contracts or binding commitments in the name or on behalf of the Ordering Party. Contractor will not use the Ordering Party's logo or marks without prior written approval, and then such use shall be only for the benefit of the Ordering Party and at the direction of the Ordering Party. Contractor shall not be, nor represent itself as being, an agent of the Ordering Party, and shall not be, nor represent itself as being, authorized to bind the Ordering Party. Contractor agrees, acknowledges and understands that neither it nor its employees or agents shall have the status of an employee of the Ordering Party and shall not participate in any employee benefit plans or group insurance plans or programs (including, but not limited to salary, bonus or incentive plans, stock option or purchase plans, or plans pertaining to retirement, deferred savings, disability, medical or dental), even if it is considered eligible to participate pursuant to the terms of such plans. In addition, Contractor understands and agrees that consistent with its independent contractor status, neither it nor its employees or agents will apply for any government-sponsored benefits intended only for employees, including, but not limited to, unemployment benefits. Contractor's exclusion from benefit programs maintained by the Ordering Party is a material component of the terms of compensation negotiated by

the parties, and is not premised on Contractor's status as a non-employee with respect to the Ordering Party. To the extent Contractor or its employees or agents may become eligible for any benefit programs maintained by the Ordering Party (regardless of timing or reason for eligibility), Contractor hereby waives its right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's legal status as a contractor or employee.

5.2. Taxes. Because Contractor is an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other similar statutory obligations including, without limitation, Workers' Compensation Insurance, Unemployment Insurance, or State Disability Insurance. Contractor shall defend, indemnify and hold Ordering Party harmless from any and all claims made by any entity on account of an alleged failure by Contractor to satisfy any such tax or withholding obligations. Contractor warrants that it has sought and obtained independent advice regarding the tax consequences of the payments made pursuant to this Agreement. Contractor must be prepared to provide evidence of tax documentation to Ordering Party upon request. The Contractor will indemnify and hold each Ordering Party harmless from and against any tax or social security liabilities imposed on an Ordering Party by any governmental authority as a result of the Contractor's failure to pay income taxes, employment taxes, social security contributions or any other taxes or governmental contributions levied on payments made by Ordering Party to the Contractor under this Agreement or arising out of this Agreement.

5.3. No Conflict. The Contractor retains the right to perform services for others during the term of this Agreement as long as such other services do not conflict with the terms and conditions of this Agreement or Contractor's performance of Services.

5.4. Non-exclusivity. This Agreement is nonexclusive and the Ordering Party may, during the term of this Agreement, engage other or additional independent contractors to perform the same work that Contractor performs hereunder.

5.5. Additional Obligations. Contractor shall procure all equipment and materials necessary for it to perform the Services (including computers, software and a sufficient internet connection), at its own expense, unless otherwise expressly set forth in the Scope of Work. Contractor may perform the Services from any location unless otherwise expressly set forth in the Scope of Work, and Contractor will control the method and manner of its performance of Services and its own schedule.

5.6. Non-Solicitation. During the term of this Agreement, and for a period of one (1) year from the termination of this Agreement, Contractor shall not solicit, hire, induce, aid or suggest to any of the employees, contractors, or other persons having a business or contractual relation with the Company or any of its Affiliates to leave such employ, cease consulting, or terminate such contractual or business relationship with such entity. Contractor acknowledges that the provisions of this Section are reasonable and necessary to protect the Company's legitimate interests, and any breach would result in irreparable harm to the Company or its Affiliate.

5.7. Non-disparagement and Cooperation. To the maximum extent permitted under applicable law, during the term of this Agreement and thereafter, neither party shall make any disparaging comments or remarks regarding the other party. This non-disparagement agreement shall not in any way prevent the parties from disclosing any information to their attorneys or in response to a lawful subpoena or court order requiring disclosure of information.

5.8. Anti-Diversion. During the term of this Agreement and for one (1) year thereafter, Contractor shall not solicit, canvass, approach or accept any approach from a Client or its Affiliate with a view to obtaining the custom of that person or entity in a business that is the same or similar to the Company or its Affiliate, or interfere with the relationship between the Company or its Affiliate and such client. Contractor acknowledges that the provisions of this Section are reasonable and necessary to protect the Company's legitimate interests, and any breach would result in irreparable harm to the Company or its Affiliate.

6. Fees and Payment. The Ordering Party shall pay Contractor the rate set forth in the Scope of Work based on time and/or task completion reported to the Ordering Party, along with a description of work, submitted to the Ordering Party at least monthly, subject to any limitation on the total amount to be paid to Contractor set forth in the Scope of Work. All payments due hereunder shall be made in the currency specified in the applicable Scope of Work. Except as may be expressly provided in a Scope of Work, Contractor is solely responsible for all costs and expenses incurred by Contractor in connection with performing the Services or otherwise performing its obligations under this Agreement. Upon notice to Contractor, the Ordering Party may withhold or deduct from payments any amount for Services not rendered by Contractor in accordance with this Agreement and the relevant Scope of Work.

7. Ownership.

7.1. Company Rights.

7.1.1. All Results are and will be the sole and exclusive property of the Ordering Party, and Contractor hereby irrevocably, expressly and automatically assigns, in perpetuity, all right, title and interest in and to such Results to the Ordering Party, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights, rights in goodwill or to sue for passing off, and all other applicable proprietary and intellectual property rights throughout the world (collectively, "Intellectual Property Rights").

7.1.2. If Contractor has any rights to the Results that cannot (as a matter of law) be assigned to the Ordering Party in accordance with the foregoing, Contractor unconditionally and irrevocably: (i) waives the enforcement of such rights; and (ii) grants to the Ordering Party an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform, and otherwise use and exploit such Results, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Results, and (c) to exercise any and all other present or future rights not yet known in the Results, in each case with the right to sublicense such rights through multiple levels of sublicensees.

7.1.3. Contractor warrants to the Ordering Party that: (a) Contractor has not given and will not give permission to any third party to use any of the Results or the related Intellectual Property, (b) Contractor is unaware of any use by any third party of any of the Results or Intellectual Property Rights in the Results; and (c) the use of the Results or the Intellectual Property Rights in the Results by Company and Clients will not infringe the rights of any third party.

7.1.4. Contractor waives any moral rights in the Results to which he or she is now or may at any future time be entitled under applicable laws in any jurisdiction. Contractor acknowledges

that no further fees or compensation other than those provided for in this Agreement are due or may become due to Contractor in respect of the performance of its obligations under this Section 7. Contractor agrees that it has no right to use any of the materials or products created or produced under this Agreement.

7.2. Additional Agreements. Contractor will ensure that each of its personnel who will have access to any Proprietary Information (defined in Section 8) or perform any Services has entered into a binding, effective, written agreement, enforceable under applicable law, with Contractor that: (a) is expressly for the benefit of the Ordering Party; (b) irrevocably conveys to Contractor all right, title, and interest, including intellectual property rights, in and to all portions of the Results developed by such employee, to at least the same extent as such rights are conveyed to the Ordering Party in this Section 7; and (c) requires such personnel to maintain the confidentiality of, refrain from using, and otherwise protect Proprietary Information to at least the same extent as Section 8.

7.3. Data; License. As used herein “Data” means (a) all data and information (i) submitted to Contractor by the Ordering Party or a Client, (ii) obtained, developed, or produced by Contractor in connection with this Agreement, or (iii) to which Contractor has access in connection with the provision of Services and (b) all derivatives of any of the foregoing. All Data (and any and all Intellectual Property Rights therein) to which Contractor may have access hereunder is and shall remain the sole property of the Ordering Party. For any Data submitted to Contractor by the Ordering Party or Client, the Ordering Party grants Contractor a limited, non-transferable, nonexclusive license to use, copy and modify such Data solely in order to perform Services solely during the term of the Scope of Work under which such Services are performed. All Data will be considered Results and assigned to the Ordering Party as provided in this Section 8. Upon the Ordering Party’s request from time to time or at any time, at the end of a Scope of Work or this Agreement or, with respect to any particular Data, on such earlier date that the same shall be no longer required by Contractor in order to render the Services hereunder, Contractor shall promptly provide an electronic copy of all Data to the Ordering Party, in the format reasonably requested by the Ordering Party. If the Ordering Party requests at any time, Contractor shall destroy all copies of the Data in Contractor’s possession or control. Contractor shall not withhold any Data as a means of resolving any dispute. Contractor shall not use Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Data. Contractor will not provide access to any Data pertaining to a particular Client to any other Client or any other person or entity other than Company. Contractor shall not possess or assert any lien or other right against or to Data. Contractor shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss, or alteration of Data in the possession of Contractor which are (i) in conformance with any requirements set forth in the applicable Scope of Work, and (ii) in any event no less rigorous than those maintained by Contractor for its own information of a similar nature. As part of the Services, Contractor shall develop and maintain procedures for the reconstruction of lost Data, and Contractor shall use its best efforts to correct, at the Ordering Party’s request, any material destruction, loss or alteration of any Data caused by Contractor or any Contractor personnel.

7.4. Cooperation. Contractor shall perform, during and after the term of this Agreement, all acts deemed necessary or desirable by the Ordering Party to permit and assist it, at Contractor’s hourly rate as listed in the relevant Scope of Work (or, if no hourly rate is specified in the Scope of Work, at such rate the Ordering Party in its reasonable discretion deems reasonable), in evidencing, perfecting, obtaining, maintaining, defending and enforcing Intellectual Property Rights and/or Contractor’s assignments herein. Such acts may include, but are not limited to, execution of documents and assistance

or cooperation in legal proceedings. Contractor hereby irrevocably designates and appoints the Ordering Party and its duly authorized officers and agents, as Contractor's agents and attorneys with full power of substitution, to act for and in behalf and instead of Contractor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Contractor.

7.5. Moral Rights. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Contractor hereby ratifies and consents to any action of the Ordering Party that would violate such Moral Rights in the absence of such ratification/consent. Contractor will confirm any such ratifications and consents from time to time as requested by the Ordering Party.

7.6. License. If any Intellectual Property Rights or inventions assigned hereunder or any Results are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, modified, maintained, supported, reproduced and distributed or otherwise fully exploited without using or violating technology or Intellectual Property Rights owned or licensed by Contractor and not assigned hereunder, Contractor hereby grants the Ordering Party a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, nonexclusive, sublicensable right and license to exploit and exercise all such technology and Intellectual Property Rights in support of the Ordering Party's exercise or exploitation of any Results or assigned Intellectual Property Rights or inventions (including any modifications, improvements and derivatives works thereof).

8. Confidentiality.

8.1. Definition. For purposes of this Agreement, "Proprietary Information" means: (i) all information of the Ordering Party and Client disclosed to Contractor that is marked or otherwise clearly identified as confidential, and (ii) all information of the Ordering Party and Client disclosed to the Contractor, whether or not so marked or designated, that the Contractor knows or reasonably should know, based on the circumstances of disclosure, to be confidential. Proprietary Information shall not include information that Contractor can demonstrate: (1) was publicly available at the time it was communicated to Contractor; (2) became publicly available subsequent to the time it was communicated to Contractor through no fault of the Contractor and without a knowing violation of a confidentiality agreement; or (3) was in the Contractor's possession free of any obligation of confidence at the time it was communicated to the Contractor as evidenced by Contractor's written records kept in the ordinary course. The terms of this Agreement (including without limitation each Scope of Work), all Results and all Data, constitute Proprietary Information.

8.2. Obligations. Contractor shall, during the term of this Agreement and for five (5) years thereafter, unless specified in the Scope of Work by the Ordering Party for a longer period of time with respect to any given Client, hold all Proprietary information in strict confidence and shall treat such Proprietary Information with the same degree of care that it uses to protect its own Proprietary Information (in no event less than that which is reasonably required to protect the Proprietary Information). Contractor will not use Proprietary Information in any way and will not disclose such Proprietary Information to any third party, except as contemplated by this Agreement; provided, that Contractor shall only use such information for the sole benefit of the Ordering Party as required to fulfill its obligations under this Agreement. Notwithstanding the above, Contractor shall not be in violation of

this Section with regard to a disclosure that was (i) required by applicable disclosure laws, or (ii) in response to a valid order by a court or other governmental body, in which case the Contractor must provide the Ordering Party with prior written notice of such disclosure in order to permit the Ordering Party to seek confidential treatment of such information, and must cooperate in any attempt to seek such confidential treatment.

8.3. Additional Restrictions. Contractor may not reproduce Proprietary Information in any form except as required to accomplish the intent of this Agreement. Any such reproduction shall remain the property of the Ordering Party and shall contain any and all confidential or proprietary notices or legends that appear on the original. Nothing contained in this Agreement shall be construed as granting to Contractor any property rights, by license or otherwise, to any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Proprietary Information. Contractor shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Proprietary Information. Contractor shall not communicate any information to any party in violation of the proprietary rights of any third party. Contractor shall not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information without the Ordering Party's prior written consent.

8.4. Disclosure. Contractor shall immediately notify the Ordering Party upon discovery of any loss or unauthorized disclosure of any Proprietary Information.

8.5. Return of Materials. Upon termination or expiration of the Agreement, or upon written request of the Ordering Party, Contractor shall promptly return to the Ordering Party all documents and other tangible materials representing Proprietary Information and all copies thereof in Contractor's possession or control.

9. Representations and Warranties. Contractor represents and warrants that, as of the Effective Date and at all times during the term of this Agreement: (i) Contractor's performance of the Services and all terms of this Agreement will not breach any agreement that Contractor has with another party including, without limitation, any agreement to keep in confidence proprietary information acquired by Contractor in confidence or trust prior to the execution of this Agreement; (ii) Contractor is not and will not be bound by any agreement, nor has assumed or will assume any obligation, which would in any way be inconsistent with the Services to be performed by Contractor under this Agreement; (iii) in performing the Services, Contractor will not use any confidential or proprietary information of another party, or infringe the Intellectual Property Rights of another party, nor will Contractor disclose to the Ordering Party, or bring onto the Ordering Party's premises, or induce the Ordering Party to use any confidential or proprietary information of any person or entity other than the Ordering Party or Contractor; (iv) Contractor will abide by all applicable laws and the Ordering Party's safety rules in the course of performing the Consulting Services; (v) Contractor will not use or retain any other individual(s) or employee(s) in performing services for the Ordering Party except with prior written approval has been obtained from the Ordering Party; (vi) in the event Contractor uses or retains any other individual(s) in performing services for the Company, Contractor hereby assumes full responsibility for all actions of all such individuals, and agrees to indemnify and hold the Ordering Party harmless from any and all claims by such individuals relating to services performed in conjunction with this Agreement; (vii) all of Contractor's employees and contractors, as applicable, performing any of the Services have executed written non-disclosure, assignment of rights and other appropriate agreements sufficient to protect the confidentiality of the Proprietary Information as required herein, and sufficient to allow Contractor to grant the assignments and licenses to the

Ordering Party as provided herein;; and (viii) Contractor shall not include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus or other code of any kind that may disable, erase or otherwise impair the hardware, software, data or files of the Ordering Party or any third party.

Furthermore, if the Contractor has access to Personal Data, the Contractor represents and warrants that (i) Contractor shall ensure appropriate Organizational and Technical Measures are engaged to protect Personal Data, where such Personal Data is processed as part of the Service of the Contractor and make available to the Company and/or Ordering Party, certifications or attestations to same; (ii) Contractor will abide by all Applicable Laws and Applicable Standards; (iii) Contractor will reasonably co-operate with the Ordering Party in respect of any Legal Requests; and (iv) in the event Contractor uses or retains any other individual(s) in performing services for the company, those individuals shall ensure appropriate Organizational and Technical Measures are engaged to protect Personal Data, where such Personal Data is processed as part of the Service of the Contractor and make available to the Company and/or Ordering Party, certifications or attestations to same. Contractor hereby assumes full responsibility for all actions of all such individuals, and agrees to indemnify and hold the Ordering Party harmless from any and all claims by such individuals relating to services performed in conjunction with this Agreement.

10. Indemnity. Contractor will defend, indemnify and hold the Ordering Party and its Affiliates (and their respective employees, directors and representatives) harmless against any and all losses, liabilities, damages, claims, demands and suits and related costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from (i) Contractor's development and provision of Services or Results; (ii) any act or omission of Contractor (or its employees or independent contractors) or Contractor's (or its employees' or independent contractors') breach of any representation, warranty or covenant of this Agreement, and/or (iii) infringement of any third-party intellectual property rights by the Results, the Ordering Party's or Client's use of the Results or Contractor's performance of the Services.

11. Miscellaneous.

11.1. Assignment. This Agreement constitutes a personal contract that may not be transferred or assigned by Contractor without the prior written consent of Company. Company may assign this Agreement and will use commercially reasonable efforts to notify Contractor thereof as soon as practical, and the Ordering Party may assign a Scope of Work and will use commercially reasonable efforts to notify Contractor thereof as soon as practical. The obligations and rights of each party under this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of such party.

11.2. Waiver, Modification; Interpretation. No waiver of any provision of this Agreement or modification or amendment of same shall be effective, binding or enforceable unless in writing and signed by the party against which it is sought to be enforced. Headings are meant for convenience of reference only and do not form a part of the terms, conditions, or covenants of this Agreement or give full notice thereof. As used in this Agreement, the masculine includes the feminine and neuter, and the singular includes the plural.

11.3. Severability. All agreements and provisions contained herein are severable, and in the event any of them shall be held to be invalid or unenforceable by any competent tribunal, this Agreement shall be interpreted as if such invalid or unenforceable agreements or provisions were not contained herein.

11.4. Governing Law and Jurisdiction. All disputes under this Agreement and in the interpretation or validity of any provision thereof shall be governed by the laws of the jurisdiction in which the Ordering Party is located, without regard to conflict of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby irrevocably submit to the jurisdiction of the courts located in the jurisdiction in which the Ordering Party is located or, at the election of the Company, the jurisdiction in which the Contractor is located, and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. To the extent permitted under applicable law, in addition to any other remedy or damages, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, including, but not limited to, litigation fees and costs incurred in such action, proceeding or counterclaim.

11.5. Advice of Separate Counsel. The parties agree that they have each read this Agreement, that they understand its content and meaning, and that they have executed it of their own free will in accordance with their own judgment and after having the opportunity to obtain the advice of separate counsel of their choosing.

11.6. Complete Agreement; Merger. This Agreement contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties with respect to its subject matter. The parties stipulate that neither of them has made any representations concerning the execution and delivery of this Agreement except such representations as are specifically set forth herein and in any application by the Contractor and each of the parties hereto further acknowledges that any statements or representations that may heretofore have been made by either of them to the other are of no effect and that neither of them has relied thereon in connections with his or its dealings with the other. Contractor agrees that the Ordering Party may rely upon the information provided by Contractor in its application to the Ordering Party and that the information is both truthful and accurate. Contractor agrees that any falsehood or inaccuracy in the application constitutes a material breach of this Agreement.

11.7. Notices and Records, Electronic Signature. At all times, Contractor shall maintain its current records address and other contact information, using the tool available on the Company web site's job opportunities page. Except as otherwise expressly stated, all notices and consents required or permitted to be given under this Agreement shall be in writing and shall be deemed given when personally delivered, or if not personally delivered then shall be deemed given upon receipt after having been sent by facsimile, email, or certified mail, postage prepaid, return receipt requested to the other party's address, or by commercial courier. Notices to the Ordering Party shall be sent to the address set forth on the relevant Scope of Work, with a copy sent to the Company as follows:

Company Address:

Appen Butler Hill Pty Ltd.
Level 6, 9 Help Street
Chatswood,
NSW 2067 AUSTRALIA
www.appen.com

Contractor acknowledges and agrees that by signing electronically and/or by clicking "I Agree," Contractor expressly agrees to be bound by the terms and conditions set forth in this Agreement and that the Company may rely on Contractor's electronic signature. Contractor further agrees that any policies and conditions or other documentation relating to a Client or the terms of this Agreement are expressly included in the provision for electronic signature and Company may rely on Contractor's agreement hereto. Contractor expressly agrees to accept notices under this Agreement by email. The Ordering Party address may be changed by notice to the Contractor.

11.8. Limit of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

11.9. Liquidated Damages. Contractor acknowledges and agrees that the time and expenses involved in proving in any forum the actual damage or loss suffered by the Company if the Contractor materially breaches this Agreement or makes material misstatements regarding the Contractor's identity or provides other inaccurate information to the Company (including providing false information concerning number of hours expended on any task under this Agreement), make such an action appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, the Contractor agrees that as liquidated damage for each single incident of material breach of this Agreement or misstatement of fact (including but not limited to the Contractor's true identity) (but not as a penalty), the Contractor shall pay to the Company up to Ten Thousand Dollars (\$10,000.00). In addition, the Company shall have the right to recover its reasonable costs and attorneys' fees for enforcing any material breach of this Agreement. Similarly, shall a court or arbitrator hold that the Company did not prove a claim it might make of material breach of this Agreement by the Contractor for which liquidated damages are payable, the Contractor shall have the right to recover its reasonable costs and attorneys' fees incurred in defending against such claim. Neither the material breach of this Agreement nor the payment of liquidated damages shall affect the continuing validity or enforceability of this Agreement, nor shall it prevent the Company from seeking actual damages in lieu of liquidated damages, injunctive or other equitable relief.

11.10. Injunctive Relief. Nothing in this Agreement, including, without limitation Section 11.4, will limit either party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such relief in any court of competent jurisdiction. Contractor acknowledges that its breach of the Ordering Party's Intellectual Property Rights or violation of Proprietary Information may cause irreparable damage and hereby agrees that the Ordering Party shall be entitled to injunctive relief in the event thereof, without the necessity of posting bond, as well as such further relief as may be granted by any court of competent jurisdiction.

11.11. Cumulative Remedies, Waiver and Severability. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated, will be cumulative and may be exercised singularly or concurrently. The failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions. If one or more provisions in this Agreement are ruled entirely or partly invalid or unenforceable by any court or governmental authority of competent jurisdiction, then: (i) the validity and enforceability of all provisions not ruled to be invalid or unenforceable shall remain unaffected; (ii) the effect of such ruling shall be limited to the body making the ruling; (iii) the provision(s) held wholly or

partly invalid or unenforceable shall be deemed amended, and the parties shall reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended, then the provision(s) in question, as originally set forth in this Agreement, shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LIMITATIONS OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE ENFORCEABLE TO THE MAXIMUM ALLOWED BY APPLICABLE LAW SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

11.12. Survival. The provisions of this Agreement that may be reasonably interpreted as surviving its termination, including the applicable provisions of Sections 5.6, 7, 8, 9, 10 and 11 shall continue in effect after termination of this Agreement.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH IT IMPOSES UPON CONTRACTOR WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO CONTRACTOR TO INDUCE CONTRACTOR TO ACCEPT THIS AGREEMENT. CONTRACTOR ACCEPTS THIS AGREEMENT VOLUNTARILY AND FREELY.

The following section, Data Processing Addendum, is applicable to residents of the EU, only:

Data Processing Addendum

1. Purpose

This Data Processing Addendum (“**DPA**”) has been concluded between Appen Butler Hill Pty Limited (Company Number 088 829 556) (“**Appen**”) and [FULL CONTRACTOR NAME] (the “**Contractor**”) and describes the terms and conditions applicable to the processing of personal data by the Contractor on behalf of Appen.

Unless otherwise stated in this DPA, the terms and conditions (including definitions) of the Master Services Agreement for services concluded between Appen and the Contractor (the “**Agreement**”) shall apply.

Some other helpful information for you on Data Privacy

As part of our efforts to help your understanding of, and compliance with, data privacy legislation we have compiled a small business data privacy compliance reference guide. Please click [here](#) to view.

2. Definitions

“**Data Protection Law(s)**” means (a) EU or EU Member State laws applicable to any Appen Personal Data in respect of which the Contractor is subject including, without limitation, the GDPR for so long as it remains in legal effect; and (b) any other applicable law with respect to Appen Personal Data in respect of which the Contractor is subject;

“**GDPR**” means the Regulation (EU) 2016/679 of the European parliament and 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, and repealing Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

“**Personal Data**” means any information relating to an identified or identifiable natural person;

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed; and

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, “**Process**” and “**Processed**” shall have an equivalent meaning.

3. General

- 3.1 This DPA is a contract that governs the Processing by the Contractor of Personal Data provided to the Contractor by Appen (or Appen’s employees, subcontractors or affiliates on Appen’s behalf). This DPA specifies the terms and conditions under which the Contractor Processes such Personal Data on behalf of Appen when the Contractor is providing services to Appen.
- 3.2 The Parties’ intention is to conclude this DPA in order to comply with the requirements of the GDPR and other Data Protection Laws.
- 3.3 Appen is the data controller (as defined by GDPR) of Appen’s Personal Data Processed by the Contractor under the Agreement, and the Contractor is the data processor (as defined by GDPR), who Processes the said Personal Data on behalf and in accordance with the instructions of Appen under this DPA.

- 3.4 Annex A to this DPA sets out the categories of data subjects, categories of Processing carried out by the Contractor, and the purpose for which the Contractor Processes Appen's Personal Data.

4. Appen's Instructions

- 4.1 Appen will provide the Contractor with written instructions on the Processing of Personal Data, and the Contractor agrees to Process the Personal Data only in accordance with such documented instructions received from Appen.
- 4.2 Appen will provide the Contractor with written instructions regarding transfers of Personal Data to a third country, subject to paragraph 7 of this DPA.
- 4.3 The Contractor will notify Appen immediately (unless the applicable legislation prohibits such notification), if the Contractor considers that the written instructions given by Appen are in violation of the Data Protection Laws applicable to the Contractor.

5. General Responsibilities of the Contractor

- 5.1 The Contractor must Process the Personal Data with due care and in compliance with this DPA and the Data Protection Laws. The Contractor may not Process Personal Data for any other purpose than what is stipulated in the Agreement and this DPA.
- 5.2 The Contractor will keep Personal Data confidential and will not disclose Personal Data in any way to any third party without the prior written approval of Appen, unless the disclosure is strictly necessary for the compliance with a mandatory legal obligation.
- 5.3 The Contractor must implement and maintain appropriate physical, technical and organisational measures and controls required by Data Protection Laws to ensure sufficient security of Processing and to prevent Personal Data Breaches.
- 5.4 The Contractor will assist Appen with appropriate technical and organisational measures that are necessary for Appen to fulfil its obligation to respond to requests concerning the exercise of the data subject's rights relating to Personal Data under the Data Protection Laws.
- 5.5 If a Party receives a request concerning the use of a data subject's rights relating to Personal Data, the Party receiving the request must notify the other Party of the request without undue delay after the receipt of the request if its fulfilment requires any actions from the other Party.
- 5.6 The Contractor may fulfil a request referred to in 5.5 above only upon Appen's written request or confirmation for the actions to be taken. The Contractor will comply with Appen's further instructions relating to fulfilment of such request. The Contractor will upon Appen's request provide Appen with the necessary documentation to confirm that the Contractor has fulfilled Appen's request appropriately.
- 5.7 If the data subject's request concerns the right of access to data, the Contractor will, upon Appen's request, provide Appen with a copy of the data subject's Personal Data undergoing Processing.
- 5.8 The Contractor will assist Appen in ensuring compliance with the following obligations under the GDPR as may be requested by Appen from time to time:
- (a) notification of Personal Data Breaches to supervisory authorities and the data subjects;
 - (b) participating in any data protection impact assessment at request of Appen; and
 - (c) participating in any prior consultation of the supervisory authority at request of Appen.
- 5.9 The Contractor will make available to Appen, upon Appen's request, such information that is necessary to demonstrate compliance with the obligations laid down in the Data Protection Laws relating to the Personal Data.

6. Data Security

- 6.1 The Contractor shall implement appropriate and adequate technical and organisational measures, in line with good industry practice, to protect the Personal Data and to ensure an appropriate and adequate level of security so that Personal Data are Processed in accordance with the requirements set out in this DPA and the Data Protection Laws.
- 6.2 The Contractor must ensure that the persons Processing Personal Data have committed themselves to confidentiality obligations both during and after the Processing, or are under an appropriate statutory obligation of confidentiality.
- 6.3 The Contractor will ensure that only the relevant employees have access to the Personal Data Processed under this DPA. The Contractor will implement necessary measures to ensure that the said persons only Process Personal Data in accordance with this DPA and Appen's written instructions.
- 6.4 Subject to paragraph 4 of this DPA, the Contractor undertakes to comply with the instructions that Appen may communicate in writing and any regulatory information security requirements applicable to the Contractor's operations.
- 6.5 At Appen's written request, the Contractor will provide Appen with a written report on the implementation of the aforementioned measures and instructions.
- 6.6 If Appen at any time considers that the measures implemented by the Contractor are insufficient for ensuring the protection of Personal Data in accordance with the Personal Data Legislation, the Contractor will implement the additional measures proposed by Appen and agreed between the Parties to ensure the data security, subject to the Parties agreeing on the compensation or division of the increased costs caused by such additional measures.

7. Transfers of Personal Data

- 7.1 The Contractor is not entitled to transfer Personal Data outside the EU or the EEA without Appen's explicit prior written consent. In case the Contractor transfers Personal Data outside the EU or the EEA at Appen's written request or prior written consent, Appen and the Contractor will agree on any required contractual and other measures before the transfer of the Personal Data, which shall as a minimum contain those set out in paragraph 7.3 below. The same requirement applies to any subcontractors used by the Contractor.
- 7.2 The Contractor will notify Appen upon request of the countries in which Personal data will be Processed (including the countries from which the Personal Data can be accessed).
- 7.3 Where the Contractor requests Appen's consent pursuant to paragraph 7.1, for example, where the Contractor or its subcontractors are located, or has its servers located, outside of the EEA, Appen's consent shall be subject to:
 - (a) the Contractor taking all steps necessary to ensure an adequate level of protection to any Personal Data that is transferred, which may include entry into appropriate contractual arrangements with such non-EEA recipient for the transfer of Personal Data to applicable third countries outside the EEA as adopted and approved by the EU Commission or competent data protection regulatory authority in accordance with applicable Data Protection Laws (**Standard Data Protection Clauses**) or third party self-certification under the EU-United States Privacy Shield Program (as may be evolved, superseded or replaced from time to time), for which purpose, Appen shall grants to the Contractor a mandate to enter into the Standard Data Protection Clauses with approved subcontractors on behalf of Appen; and
 - (b) the Contractor working with Appen, as Appen requires, and at no additional cost, to apply for and obtain any permit, authorisation or consent that may be required under Applicable Data Protection Law in respect of the implementation of this paragraph 7.3.

- 7.4 As between the Contractor and Appen, the Contractor shall remain liable for acts or omissions of any third-party processor appointed by the Contractor pursuant to paragraph 7.3.
- 7.5 Appen may, at any time on not less than 30 days' notice, revise the opening paragraph by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

8. Subcontractors

- 8.1 The Contractor is not entitled to use subcontractors in the Processing of Personal Data without Appen's prior written consent (to which the provisions of paragraph 7 shall apply where any such subcontractor is located or carries out any of its Processing activities outside of the EEA). The Contractor shall be responsible that its subcontractors Process the Personal Data in accordance with this DPA and the Data Protection Laws. The Contractor will inform Appen of any intended changes (taking place after conclusion of this DPA) concerning the subcontractors and will give Appen opportunity to object to such changes.
- 8.2 The Contractor is responsible for ensuring that its subcontractors Process the Personal Data in accordance with this DPA. The Contractor must especially ensure that each subcontractor implements all the appropriate physical, technical and organisational measures and controls so that the Personal Data are Processed in accordance with this DPA and the Data Protection Laws.
- 8.3 The Contractor will, at Appen's written request, provide Appen with a written confirmation on how the Contractor has ensured that its subcontractors comply with the aforementioned obligations.

9. Personal Data and Data Security Breaches

- 9.1 In the case of a Personal Data Breach, the Contractor will notify Appen of the Breach without undue delay and not later than 24 hours after having become aware of it.
- 9.2 When notifying Appen of a Personal Data Breach, or immediately after such notification, the Contractor will provide Appen with the following information:
- (a) a description of the Personal Data Breach, including when possible the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - (b) the contact information of the Contractor's contact point where more information can be obtained; and
 - (c) a description of the measures taken by the Contractor to address the Personal Data Breach and the measures taken to mitigate the adverse effects of the Personal Data Breach.
- 9.3 The Contractor undertakes to provide Appen any additional information reasonably requested by Appen regarding such Personal Data Breach for example for the purpose of notifying the supervisory authority and the data subjects of the Personal Data Breach.
- 9.4 The Contractor will implement necessary measures to prevent or mitigate the adverse effects of a Personal Data Breach.
- 9.5 The Contractor will document all Personal Data Breaches, including circumstances concerning the Breach, and the remedial measures taken. The Contractor will provide Appen with the documentation on Appen's written request.

10. Records of Processing Activities

- 10.1 The Contractor must maintain a record of the Processing activities carried out on behalf of Appen. The record will contain the following information (as required by the GDPR):
- (a) the name and contact details of Appen, the Contractor and the Contractor's contact person and information about possible subcontractors;

- (b) the categories of Processing carried out on behalf of Appen;
- (c) information on transfers of Personal Data outside the EU or EEA, including the said third countries; and
- (d) a description of the technical and organisational safety measures implemented by the Contractor in accordance with paragraph 5 of this DPA.

10.2 The Contractor will provide Appen with the record on Appen's written request.

11. Right to Audit

- 11.1 The Contractor will provide Appen with all information reasonably requested by Appen to demonstrate the Contractor's compliance with the requirements of this DPA (including any implementation of the appropriate technical and organisational measures).
- 11.2 During the term of this DPA, Appen or an independent third-party auditor appointed by Appen will have the right to audit the Contractor's compliance with the obligations under this DPA (including any implementation of the appropriate technical and organisational measures).
- 11.3 Appen must notify the Contractor of the audit at least 14 days in advance. The Contractor will always allow the regulatory authority supervising Appen's business to conduct audits targeted at Appen's obligations as data controller. The relevant parts of this paragraph 11 will be applied to such audits.
- 11.4 The subject of the audit will be the Contractor's documentation, processes and controls related to information security and the Processing of Personal Data and other information necessary to evaluate the Contractor's compliance with this DPA. The Contractor will participate in and contribute to the audit to the extent necessary. The Contractor will also, on Appen's request, participate in a supervisory authority's audit targeted at Appen and provide the supervisory authority with the required information to conduct such audit. Both Appen and the Contractor agree to cooperate, on request, with the supervisory authority in the performance of its tasks.
- 11.5 Each Party will bear its own costs resulting from the audit and Appen will bear the costs for the use of third-party auditor. If the audit reveals a material non-compliance with this DPA or Data Protection Laws, the Contractor will cover all the costs of the audit, including the third-party auditor's fees.

12. Term and Termination of the Processing of Personal Data

- 12.1 The Contractor will Process Personal Data as long as it is necessary for the Contractor in order to provide services to Appen under an addendum concluded between the Parties. The Contractor undertakes, in accordance with Appen's written request and without undue delay, to delete the Personal Data or return the Personal Data to Appen (or to a third party appointed by Appen) in agreed, generally accepted format.
- 12.2 The Contractor will return or delete the Personal Data upon termination of this DPA, including all existing copies of the Personal Data in its possession, unless the Contractor is required to store the said Personal Data under mandatory law or regulation.
- 12.3 The Contractor undertakes not to Process Personal Data after it has been successfully transferred to Appen or a third party appointed by Appen, or after it has been successfully removed. The Contractor may however continue to store and access Personal Data as provided by paragraph 12.2 above.

13. Governing Law and Jurisdiction

This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Annex A - Description of the Processing and Content of Processing

Background and Purpose

This Annex on description of Processing is an annex to and forms an inseparable part of the DPA and the Agreement.

The purpose of this Annex A is to supplement the DPA with a more detailed description of the type of Personal Data provided by Appen to the Contractor and categories of the Data Subjects included thereto.

Unless expressly otherwise stated, the applicable definitions provided in DPA and the Agreement shall be applied to this Annex A.

Categories of data Please specify the Personal Data that is Processed	Dependent on requirements of the specific project / scope of work
Categories of Data Subjects Please specify the categories of Data Subjects whose Personal Data is Processed	Dependent on requirements of the specific project / scope of work
Processing Operations Please specify all Processing activities conducted	Dependent on requirements of the specific project / scope of work
Location of Processing Operations Please specify all locations where the Personal Data is, or will be, Processed	Dependent on requirements of the specific project / scope of work
Identity of sub-contractors Please provide details of all permitted sub-contractors, including full legal name, registered address, location where Processing of Personal Data will occur, and Processing operations	Dependent on requirements of the specific project / scope of work
Purposes Please specify all purposes for which the Personal Data is Processed	Dependent on requirements of the specific project / scope of work
Duration Please specify the length of time for which data Processing activities will be carried out	Dependent on requirements of the specific project / scope of work

Signature Page

PLEASE ACKNOWLEDGE BELOW, AND PRINT THIS AGREEMENT FOR YOUR RECORDS.

EXECUTED ON BEHALF OF COMPANY IN ACCORDANCE WITH SECTION 127 OF THE CORPORATIONS ACT 2001 (CTH) (AUSTRALIA) ON ITS OWN BEHALF AND ON BEHALF OF ANY OF ITS AFFILIATES THAT EXECUTE A SCOPE OF WORK PURSUANT TO THIS AGREEMENT:

Appen Butler Hill PTY, Ltd.

Mark Brayan, CEO AND Kevin Levine, CFO

Acknowledged by

Date acknowledged