

**GDPR
DATA PROCESSING ADDENDUM**

This Data Processing Addendum (the “**DPA**” or “**Addendum**”) forms part of the Master Engagement Agreement or other written or electronic agreement (the “**Agreement**”) between the APCO Worldwide entity (as applicable, “**APCO**”) and the client (“**Client**”) specified in the Agreement and under which APCO has agreed to provide the services described therein (the “**Services**”) to Client.

For purposes of this DPA only, and except where indicated otherwise, the term “**Client**” shall include Client and Controller Affiliates (defined below).

In the course of providing the Services under the Agreement, APCO may Process certain Personal Data (defined below) on behalf of Client and where APCO Processes such Personal Data on behalf of Client the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

Client signatory represents to APCO that he or she has the legal authority to bind Client and is lawfully able to enter into contracts.

1. DEFINITIONS

All capitalized terms used in this document but not defined shall have the meaning set forth in the Agreement.

“**Affiliate**” means, with respect to a specified entity, (i) an entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of a party, and (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by a party, in each case where the term control means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

“**Client Data**” means Personal Data provided by the Client.

“**Controller**” means the Client entity which determines the purposes and means of the Processing of Personal Data.

“**Controller Affiliate**” means any of Client’s affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) that are permitted to use the Services pursuant to the Agreement between Client and APCO, but have not signed their own order form or statement of work and are not a “**Client**” as defined under the Agreement, (b) if and to the extent APCO processes Personal Data for which such affiliate(s) qualify as the Controller.

“**Data Protection Laws**” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**GDPR**” means the Regulation (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 (General Data Protection Regulation).

“**Personal Data**” means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws and is provided to APCO by Client pursuant to or in connection with the Agreement.

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

“Processor” means the APCO entity which Processes Personal Data on behalf of the Controller.

“Security Measures” has the meaning given in Section 5.1.

“Subprocessor” means any entity engaged by APCO or an affiliate of APCO to Process Personal Data in connection with the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Client is the Controller, APCO is the Processor and that APCO may engage Subprocessors pursuant to the requirements set forth in Section 4 “Sub-processors” below. Client will only disclose Personal Data to APCO to the extent strictly necessary for APCO to carry out the Services under this Agreement.

2.2 Client’s Processing of Personal Data. Client shall, in its use of the Services and provision of instructions to APCO, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data.

2.3 APCO’s Processing of Personal Data. As Client’s Processor, APCO shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement; and (ii) Processing to comply with other reasonable instructions provided by Client (e.g., via email, support tickets, work order, purchase order, etc.) that are consistent with the terms of the Agreement (individually and collectively, the “**Purpose**”). APCO acts on behalf of and on the instructions of Client in carrying out the Purpose.

2.4 Details of the Processing. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. APCO shall, to the extent legally permitted, promptly notify Client if APCO receives any requests from a Data Subject to exercise rights pursuant to Articles 12-23 of the GDPR (each, a “**Data Subject Request**”). Taking into account the nature of the Processing, APCO shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client’s obligation to respond to a Data Subject Request under applicable Data Protection Laws. To the extent legally permitted, Client shall be responsible for any costs arising from APCO’s provision of such assistance, including any fees associated with provision of additional functionality.

4. SUBPROCESSORS

4.1 Appointment of Subprocessors. Client acknowledges and agrees that (a) APCO’s affiliates may be retained as Subprocessors; and (b) APCO and APCO’s affiliates respectively may engage third-party Subprocessors in connection with the provision of the Services. APCO or an APCO affiliate will enter into a written agreement with each Subprocessor containing data protection obligations that provide at

least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Subprocessor. By signing this DPA, Client authorizes APCO to appoint and disclose Client Data to any Subprocessor as APCO deems reasonably necessary to provide the Services under the Agreement.

5. SECURITY

5.1 APCO's Security Measures. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms or natural persons, APCO will implement and maintain technical and organizational measures to protect Client Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access including the following (among other things) as appropriate:

5.1.1 the encryption of Personal Data;

5.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;

5.1.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and/or

5.1.4 a process for assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.

5.2 Security Compliance by APCO Staff. APCO will take appropriate steps to ensure compliance with the security measures by its staff to the extent applicable to their scope of performance, including ensuring that all such persons it authorizes to process Client Personal Data (a) need to know and/or access the relevant Personal Data as strictly necessary to provide the Services; (b) have committed themselves to confidentiality and compliance with Data Protection Laws.

5.3 APCO's Security Assistance. Client agrees that APCO will (taking into account the nature of the processing of Client Personal Data and the information available to APCO) assist Client in ensuring compliance with any of Client's obligations in respect of security of personal data and personal data breaches, including if applicable Client's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR.

5.4 Data Transfer. If Personal Data processed under this Agreement is transferred from a country within the European Economic Area (EEA) to a country outside the EEA, the parties shall ensure that the personal data are adequately protected. To achieve this, the parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses (SCCs) for the transfer of Personal Data. In the event of a conflict between the SCCs and this DPA, the SCCs shall prevail.

6. CLIENT DATA INCIDENT MANAGEMENT AND NOTIFICATION

6.1 Incident Notification. APCO shall notify Client of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which APCO becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which APCO is required to notify to Client under applicable Data Protection Law (a "**Client Data Incident**"). APCO shall provide commercially reasonable cooperation and assistance in identifying the cause of such Client Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within APCO's control. The obligations herein shall not apply to incidents that are caused by Client, authorized users and/or any non-APCO products or Services.

6.2 Delivery of Notification. Notification(s) of any Client Data Incidents will be delivered to a Notification Email Address established by Client. Client is solely responsible for ensuring that the Notification Email Address is current and valid.

6.3 No Assessment of Client Data by APCO. APCO will not assess the contents of Client Data in order to identify information subject to any specific legal requirements. Client is solely responsible for complying with legal requirements for incident notification applicable to Client and fulfilling any third-party notification obligations related to any Client Data Incident(s).

6.4 No Acknowledgement of Fault by APCO. APCO's notification of or response to a Client Data Incident under this Section 6 will not be construed as an acknowledgement by APCO of any fault or liability with respect to the Client Data Incident.

7. AUDITS AND CERTIFICATIONS

7.1 Upon Client's request, and subject to the confidentiality obligations set forth in the Agreement, APCO shall make available to Client (or Client's independent, third-party auditor) information regarding APCO's compliance with the obligations set forth in this DPA in the form of certain documentation, as may be available now and in the future. Client may contact APCO in accordance with the "Notices" Section of the Agreement to request an on-site audit of APCO's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Client shall reimburse APCO for any time expended for any such on-site audit at APCO Group's then-current rates, which shall be made available to Client upon request. Before the commencement of any such on-site audit, Client and APCO shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by APCO. Client shall promptly notify APCO with information regarding any non-compliance discovered during the course of an audit, and APCO shall use commercially reasonable efforts to address any confirmed non-compliance.

8. RETURN AND DELETION OF CLIENT DATA

8.1 Deletion Upon Termination. Upon termination of the Services for which APCO is Processing Personal Data, APCO shall, upon Client's written request, and subject to the limitations of Client's purchased services, use commercially reasonable efforts to return all Client Data and copies of such data to Client or use commercially reasonable efforts to securely destroy, unless applicable law prevents it from returning or destroying all or part of Client Data. APCO may also agree to preserve the confidentiality of any retained Client Data and will only actively Process such Client Data after such date in order to comply with the laws to which it is subject.

9. CONTROLLER AFFILIATES

9.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA, Client enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between APCO and the Controller Affiliates. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Client.

9.2 Communication. The Client that is the contracting party to the Agreement shall remain responsible for coordinating all communication with APCO under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

10. LIMITATION OF LIABILITY

10.1 Liability under the Agreement. Each party's and all of its affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and APCO, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Agreement and all DPAs together. For the avoidance of doubt and in the event there is no 'Limitation of Liability' section in the Agreement, APCO's and its affiliates' total liability for all claims from the Client and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement and limited to the total amount of fees under such agreements, including by Client and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Client and/or to any Controller Affiliate that is a contractual party to any such DPA.

11. EUROPEAN SPECIFIC PROVISIONS

11.1 GDPR. With effect from 25 May 2018, APCO will Process Personal Data in accordance with the GDPR requirements directly applicable to APCO's provision of the Services.

11.2 Transfer Mechanisms. APCO has successfully certified its adherence to the EU-US or Swiss-US Privacy Shield Framework, as administered by the U.S. Department of Commerce and detailed at <https://www.privacyshield.gov> ("**Privacy Shield**") and APCO's certification covers the Personal Data.

12. LEGAL EFFECT

This DPA shall only become legally binding between Client and APCO when executed by each party. If Client has previously executed a data processing addendum with APCO, this DPA supersedes and replaces such prior Data Processing Addendum.

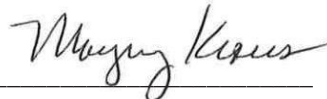
Dated: _____

[Client Entity Name]

Name:

Title:

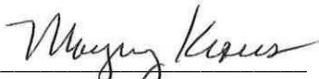
APCO Worldwide LLC



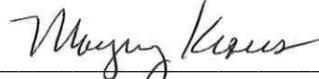
Name: Margery Kraus

Title: Founder and Executive Chairman

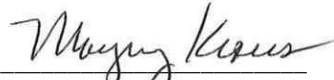
APCO Insight LLC
By APCO Worldwide LLC, Sole Member


Name: Margery Kraus
Title: Founder and Executive Chairman

APCO Worldwide Limited
(Bangkok)


Name: Margery Kraus
Title: Director

APCO (Beijing) Consulting Company Limited


Name: Margery Kraus
Title: Director

PT APCO Worldwide


Name: Bradley Staples
Title: Director

APCO Worldwide GK


Name: Bradley Staples
Title: Director

APCO Worldwide Sdn. Bhd.


Name: Margery Kraus
Title: Director

APCO Worldwide Holdings Limited


Name: Margery Kraus
Title: Director

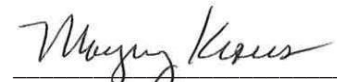
APCO Worldwide Advisory Services Pte. Limited


Name: Margery Kraus
Title: Director

APCO Worldwide FZ-LLC


Name: Margery Kraus
Title: Director

APCO Worldwide Netherlands B.V.


Name: Margery Kraus
Title: Director A

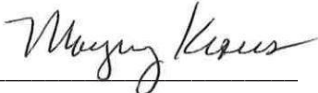
APCO Worldwide Co. SPC


Name: Margery Kraus
Title: Director

APCO Worldwide GmbH

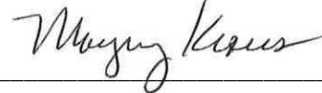

Name: Bradley Staples
Title: Manager

APCO Worldwide S.A.



Name: Margery Kraus
Title: Director

APCO Worldwide Limited
(London)



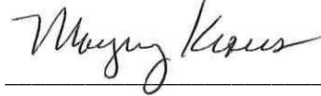
Name: Margery Kraus
Title: Director

APCO Worldwide Sarl



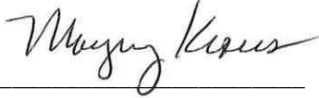
Name: Bradley Staples
Title: Gerant

APCO Worldwide S.r.l.



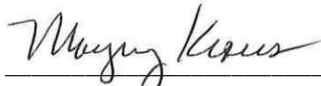
Name: Margery Kraus
Title: Director

APCO Worldwide (India) Private Limited



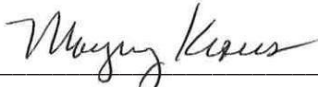
Name: Margery Kraus
Title: Director

APCO Worldwide Saudi Arabia Limited



Name: Margery Kraus
Title: Director

APCO Worldwide Ltd.



Name: Margery Kraus
Title: Director

Exhibit A

Description of Processing Activities

Data Subjects

Client may submit personal data to APCO for performance of the Services, the extent of which is determined and controlled by Client and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Prospective and current customers, business partners, and vendors of Client (who are natural persons)
- Employees or contact persons of Client's prospective and current customers, business partners, and vendors of Client
- Employees, agents, advisors, freelancers of Client (who are natural persons)
- Natural persons who are relevant to Client's products, services, or industry (i.e., stakeholders)

Categories of data

The personal data transferred concern the following categories of data:

- Any personal data submitted in connection with the Services as set forth in the Agreement.

Special categories of data

Client may submit special categories of Personal Data for processing in connection with the Services as set forth in the Agreement, the extent of which is determined and controlled by Client in its sole discretion. These special categories include Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and may be subject to the following processing activities:

- Activities set forth in the Agreement.