DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its appendices and the Standard Contractual Clauses (collectively, the "**DPA**"), is made by and between TSR Gym Technik Ltd, a limited company , registered in British Columbia, Canada with registration number BC1264977 and located at 2900 - 550 Burrard Street Vancouver, BC V6C 0A3e ("**Trainerize**"), and the Subscriber identified in an Order Form ("**Subscriber**"), pursuant to the Order Form, Business User Terms of Service, Privacy Policy and any other applicable Addenda (collectively, the "**Agreement**"), and will be effective on the date the parties have entered into the Agreement.

This DPA forms part of the Agreement and sets out the terms that apply when Personal Data (defined below) is processed by Trainerize under the Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with applicable laws and with due respect for the rights and freedoms of individuals whose Personal Data is processed.

1. DEFINITIONS

Any capitalized terms used but not defined in this DPA will have the meanings provided to them in the Agreement.

"**Applicable Data Protection Laws**" refers to laws and regulations applicable to Trainerize's processing of Personal Data under the Agreement, in each case, as may be amended, superseded or replaced.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended, and its implementing regulations.

"**Controller"** or "**controller**" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Data Subject" means the individual to whom Personal Data relates.

"Europe" means, for the purposes of this DPA, the European Economic Area and its member states ("**EEA**") and United Kingdom ("**UK**").

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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).

"**Trainerize Account Data**" means Personal Data that relates to Subscriber's business relationship with Trainerize, including to access Subscriber's account and billing information, maintain or improve performance of the Platform and Purchased Services, provide support, investigate and prevent abuse on the Platform, or to fulfill legal obligations.

“Personal Data” means any information, including personal information, relating to an identified or identifiable Data Subject, or as defined in and subject to Applicable Data Protection Laws.

“**Privacy Policy**” means the Trainerize Privacy Policy, as may be revised from time to time, with the most current version available at https://www.trainerize.com/privacy.

“**Processor**” or “**processor**” means the entity which processes Personal Data on behalf of the Controller.

“**Processing**” or “**processing**” (and “**Process**” or “**process**”**)** means any operation or set of operations performed upon Personal Data, whether or not by automated means, such as collection, recording, securing, organization, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

“**Restricted Transfer**” means: (a) where GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; and (b) where the UK GDPR applies, a transfer of Personal Data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the Data Protection Act 2018.

“**Security Breach**” or “**Security Breaches**” mean(s) a breach of security leading to any accidental, unauthorized or unlawful loss, disclosure, destruction, loss, alteration, unauthorized disclosure of, or access to Subscriber Data transmitted, stored or otherwise processed by Trainerize. Security Breach shall *not* include an unsuccessful attempt or activity that does not compromise the security of Subscriber Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

“**Standard Contractual Clauses**” or “**SCCs**” mean either the standard contractual clauses approved by the European Commission for the transfer of Personal Data to processors or those for the transfer of Personal Data to controllers (as the context requires), in each case established in third countries which do not ensure an adequate level of data protection, and current as of the date of the transfer (or, where the UK GDPR applies, the SCCs as amended by the International Data Transfer Addendum to the SCCs (“**UK IDTA**”) issued by the UK Information Commissioner under section 119A(1) Data Protection Act 2018 or any equivalent set of clauses approved by the UK Supervisory Authority, or other applicable authority in accordance with Applicable Data Protection Laws).

“Sub-processor” or “**sub-processor**” means (a) Trainerize, when Trainerize is processing Subscriber Data and where Subscriber is itself a processor of such Subscriber Data; or (b) any third-party Processor engaged by Trainerize or its Affiliates to assist in fulfilling Trainerize’s obligations under the Agreement and which processes Subscriber Data. Sub-processors may include third parties or Trainerize Affiliates but shall exclude Trainerize employees, contractors or consultants.

"**Subscriber Data**" means the information, materials, data and other content (including data belonging to End Users, which may include tokenized End User payment card data), entered, uploaded or inputted into the Platform and tied to a Subscriber's Trainerize account or business location. Subscriber Data may include Personal Data that Trainerize processes on behalf of Subscriber.

"**Supervisory Authority**" means an independent public authority which is established by Applicable Data Protection Laws.

"**Third Party Request**" means any request, correspondence, inquiry, or complaint from a Data Subject, regulatory authority, or third party.

"**UK GDPR**" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulation 2019. Under this DPA, in circumstances where the UK GDPR applies, reference to the GDPR and its provisions will be construed as references to the UK GDPR and its corresponding provisions, and references to EU or Member State law shall be construed as references to UK law.

2. STATUS OF THE PARTIES

2.1 Trainerize as a Processor of Subscriber Data. The parties acknowledge and agree that Subscriber is the controller of Personal Data and, except to the extent described below, Trainerize will be the processor of such Personal Data on Subscriber's behalf.

2.2 Trainerize as a Controller of Trainerize Account Data. The parties acknowledge that with regard to the processing of Trainerize Account Data, Subscriber is a controller of Personal Data and Trainerize is an independent controller, not a joint controller of Personal Data with Subscriber. Trainerize will process Trainerize Account Data as a controller (a) in order to manage the relationship with Subscriber; (b) carry out Trainerize's core business operations, such as accounting and filing taxes; (c) in order to detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of the Platform or Purchased Services; (d) to comply with Trainerize's legal or regulatory obligation to retain Personal Data; and (e) as otherwise permitted under Applicable Data Protection Laws and in accordance with the Agreement.

2.3 Trainerize as a Controller of Subscriber's Usage Data. The parties acknowledge that with regard to the processing of Subscriber's data associated with its use of the Platform ("**Usage Data**"), Subscriber may act either as a controller or processor of Usage Data and Trainerize is an independent controller, not a joint controller of Usage Data with Subscriber. Trainerize will process Usage Data as a controller in order to carry out the necessary functions as a hosted personal training platform to owners and operators of personal trainers, gyms and fitness studios, such as (a) Trainerize's own accounting, tax, billing, audit, and compliance functions; (b) to provide, optimize, and maintain the Platform; (c) to investigate fraud, misuse or the unlawful use of the Platform or Purchased Services; (d) as required by applicable law or

regulation; or (e) as otherwise permitted under Applicable Data Protection Laws and in accordance with the Agreement.

3. SUBSCRIBER OBLIGATIONS

3.1 Compliance. When acting as the controller of Personal Data, Subscriber is responsible for ensuring that (a) all notices have been given, and all such authorizations have been obtained, as required under Applicable Data Protection Laws, for Trainerize (and its Affiliates and Sub-processors) to process Personal Data as contemplated by the Agreement and this DPA; (b) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including Applicable Data Protection Laws; and (c) it has, and will continue to have, the right to transfer, or provide access to, Subscriber Data (including any Personal Data) to Trainerize for processing in accordance with the terms of the Agreement and this DPA.

4. PROCESSING OF SUBSCRIBER DATA

4.1 Details of Processing. The duration of the processing, the nature and purpose of the processing, the types of Personal Data and the categories of Data Subjects processed under this DPA are further specified in Appendix 1 (*Details of Processing*).

4.2 Appointment; Subscriber Instructions. Subscriber appoints Trainerize as a processor to process Subscriber Data (including, without limitation, Personal Data) on behalf of, and in accordance with, Subscriber's instructions (a) as set forth in the Agreement, this DPA, and as otherwise necessary to provide the Purchased Services to Subscriber (which may include investigating security incidents and detecting and preventing exploits or abuse); (b) as necessary to comply with applicable law, including Applicable Data Protection Laws; and (c) as otherwise agreed in writing between the parties (collectively, "**Permitted Purposes**").

4.3 Lawfulness of Instructions. Subscriber will ensure that its instructions comply with Applicable Data Protection Laws. Subscriber acknowledges that Trainerize is neither responsible for determining which laws are applicable to Subscriber's business nor whether the Purchased Services or the Platform meet or will meet the requirements of such laws. Subscriber will ensure that Trainerize's processing of Subscriber Data (including Personal Data), when done in accordance with Subscriber's instructions, will not cause Trainerize to violate any Applicable Data Protection Laws.

4.4 Additional Instructions. Additional instructions outside the scope of the Agreement or this DPA will be mutually agreed to between the parties in writing.

5. TRAINERIZE PERSONNEL

5.1 Confidentiality. Trainerize will ensure that its personnel with authorized access to Subscriber Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Trainerize will require all new hires at the company enter

into confidentiality agreements and that such confidentiality obligations survive the termination of the personnel engagement.

5.2 Data Protection Officer. Trainerize will appoint a data protection officer ("**DPO**") where such appointment is required by Applicable Data Protection Laws. Trainerize's DPO may be reached at privacy@Trainerize.com.

6. SUB-PROCESSORS

6.1 Authorization for Sub-Processing. Subscriber agrees that (a) Trainerize may continue to engage the sub-processors identified in the *List of Sub-Processors*, available in the Privacy Policy, which Trainerize or its Affiliates may update from time to time; and (b) such Affiliates and sub-processors may engage third-party processors to process Subscriber Data on Trainerize's behalf.

6.2 General Authorization for Onward Sub-Processors. Subscriber provides a general authorization for Trainerize to engage onward sub-processors provided that the following conditions are met:(a) Trainerize will restrict the onward sub-processor's access to Personal Data only to what is strictly necessary to provide Purchased Services and Trainerize will prohibit the sub-processor from processing Personal Data for any other purpose; (b) Trainerize agrees to impose contractual data protection obligations, including appropriate technical and organizational measures to protect Personal Data on any sub-processor it appoints that ensure the sub-processor will not Process Personal Data beyond the scope of processing description set out in Appendix 1 (*Details of Processing*), requires such sub-processor to protect Personal Data to the standard required by Applicable Data Protection Laws and terminate automatically upon termination of this DPA for any reason; and (c) where the engagement involves (or may involve) the cross border transfer of Subscriber Data, incorporate into the contractual obligations referred to at (b) above, (i) in the case of transfers from the EEA or under GDPR, SCCs, specifically Module 3 (*Processor to Processor*) of the SCCs, or (ii) in the case of transfers from the UK or under the UK GDPR, Module 3 (*Processor to Processor*) of the SCCs, read in accordance with, and deemed amended by, the provisions of Part 2 (*Mandatory Clauses*) of the UK IDTA, and, in all cases ensure that the sub-processor has carried out a risk assessment of the arrangement that involves any such transfer.

6.3 Objection Right for New Sub-Processors. Trainerize may add or replace a sub-processor to the *List of Sub-Processors* upon reasonable notice to Subscriber. Trainerize will use commercially reasonable efforts to provide Subscriber at least 15 days advance notice before appointing any new sub-processor. If Subscriber objects to the appointment within the notice period, then Trainerize will work with Subscriber in good faith to find an alternative solution (which may include changing the Subscriber's configuration or use of Purchased Services to avoid processing of Personal Data by the objected-to new sub-processor). If Trainerize is unable to make available such change within a reasonable period of time, which shall not exceed 30 days, Subscriber may terminate the Order Form with respect only to those Purchased Services which cannot be provided by Trainerize without the use of the objected-to new sub-processor, by providing written notice to Trainerize. Trainerize will refund Subscriber any prepaid Fees covering the remainder of the term of such Order Form following the effective date of termination

with respect to such terminated Purchased Services, without imposing a penalty for such termination on Subscriber.

6.4 Liability. Trainerize shall be liable for the acts or omissions of its sub-processors to the same extent Trainerize would be liable if performing the services of each sub-processor directly under the terms of this DPA, unless otherwise set forth in the Agreement.

7. RIGHTS OF DATA SUBJECTS

7.1 Data Subject Requests. Trainerize will, to the extent legally permitted, promptly notify Subscriber if Trainerize receives a request (including, without limitation, a Third-Party Request) from a Data Subject to exercise the Data Subject's rights of access, right to rectification, restriction of processing, erasure (the right to be forgotten), data portability, object to the processing, or its right not to be subject to an automated individual decision making (collectively, "**Data Subject Request**"). Taking into account the nature of the processing, Trainerize shall assist Subscriber by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Subscriber's obligation to respond to a Data Subject Request under Applicable Data Protection Laws. In addition, to the extend Subscriber, in its use of the Platform, does not have the ability to address a Data Subject Request, Trainerize shall upon Subscriber's request use commercially reasonable efforts to assist Subscriber in responding to such Data Subject Request, to the extent Trainerize is legally permitted to do so and the response to such Data Subject Request is required by Applicable Data Protection Laws. To the extent legally permitted, Subscriber shall be responsible for any costs arising from Trainerize's provision of such assistance.

7.2 Data Protection Impact Assessment. Upon Subscriber's request, Trainerize shall provide Subscriber with reasonable cooperation and assistance needed to fulfill Subscriber's obligations under Applicable Data Protection Laws to carry out a data protection impact assessment related to Subscriber's use of Purchased Services, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent such information is available to Trainerize.

8. RETURN OR DELETION OF SUBSCRIBER DATA

8.1 Deletion Upon Termination. Trainerize shall return Subscriber Data to Subscriber and, to the extent permitted by law, delete Subscriber Data in accordance with the procedures, fees and timeframes as specified in the Agreement.

8.2 Retention. Notwithstanding Section 8.1 above, Trainerize will use commercially reasonable efforts to implement and maintain appropriate retention periods for Subscriber Data in accordance with Applicable Data Protection Laws. Trainerize will delete Personal Data as soon as retention of such data is no longer necessary for the purposes of processing under this DPA, subject only to situations where a longer period is required by Applicable Data Protection Laws.

9. SECURITY

9.1 Security Measures. Trainerize has implemented and will maintain for the duration of the Agreement, appropriate technical and organizational measures designed to protect Personal

Data against Security Breaches. Subscriber acknowledges that Trainerize may change or update the security measures currently in place as new threats to Personal Data are identified or evolve.

9.2 Security Breach Notification. Upon becoming aware of a Security Breach involving Personal Data, Trainerize will, without undue delay (and in any event within 72 hours), notify Subscriber at Subscriber's email address associated with Subscriber's Trainerize account.

9.3 Trainerize Response to Security Breach. Trainerize will make reasonable efforts to identify the source of a Security Breach, and to the extent the Security Breach is caused by Trainerize's violation of this DPA, remediate the cause of such incident. Trainerize will provide Subscriber with such assistance and information about the Security Breach as may be reasonably necessary for Subscriber to be able to fulfill its breach reporting obligations under Applicable Data Protection Laws. Any Trainerize notification of or response to a Security Breach shall not be construed as an acknowledgement of fault by Trainerize, or of Trainerize liability with respect to such Security Breach.

9.4 Subscriber's Security Obligations. Subscriber is solely responsible for its and its Authorized Users' use of the Purchased Services, and its/their access to the Platform, including safeguarding all log-in credentials or account passwords and otherwise ensuring a level of security appropriate to the risks associated with its Subscriber Data.

10. AUDIT RIGHTS

10.1 Audit Rights. The parties acknowledge that Subscriber must be able to assess Trainerize's compliance with its obligations under Applicable Data Protection Laws and this DPA insofar as Trainerize is acting as a processor of Personal Data.

10.2 Audit Process & Response. Upon Subscriber's written request, and subject to reasonable confidentiality controls and time intervals, Trainerize will contribute to audits and make available to Subscriber a copy of Trainerize's most current independent audit report to demonstrate compliance with its obligations. Subscriber agrees that any audit rights granted by Applicable Data Protection Laws will be satisfied by Trainerize providing this independent audit report. To the extent that Trainerize's provision of an audit report does not provide sufficient information or Subscriber is required to respond to a regulatory authority audit, Subscriber agrees to a mutually agreed-upon audit plan with Trainerize that (a) ensures the use of an independent third party; (b) provides notice to Trainerize in a timely fashion; (c) requests access only during business hours; (d) accepts billing to Subscriber at Trainerize's then-current rates; (e) occurs no more than once annually; (f) restricts its findings to only data relevant to Subscriber; and (g) obligates Subscriber, to the extent permitted by law or regulation, to keep confidential any information gathered that, by its nature, should be confidential.

11. JURISDICTION-SPECIFIC PROVISIONS

11.1 Processing in United States. Subscriber acknowledges that Trainerize's primary processing facilities are located in the United States. Subscriber understands that it is possible

that some sub-processors may transfer and process Personal Data to other locations in which Trainerize, its Affiliates or its sub-processors maintain data processing operations. Trainerize shall ensure that such transfers are made in compliance with Applicable Data Protection Laws and this DPA.

11.2 Jurisdiction Specific Terms. To the extent Trainerize processes Personal Data originating from and protected by Applicable Data Protection Laws in one or more of the jurisdictions listed below, terms for each jurisdiction shall apply as set forth in Appendix 2 (*Jurisdiction Specific Terms*).

11.3 Cross Border Data Transfer Mechanisms. Trainerize utilizes Standard Contractual Clauses (SCCs) as the transfer mechanism to any transfers of Personal Data from Europe to countries which do not ensure an adequate level of data protection within the meaning of Applicable Data Protection Laws. Where Trainerize is the Processor of such Personal Data on Subscriber's behalf, for transfers from the UK or under the UK GDPR, Module 2 of the SCCs, read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA (contained at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) is incorporated into this DPA and will come into effect upon the commencement of any relevant Restricted Transfer between the Subscriber (as "data exporter") and Trainerize (as "data importer") (or onward transfer), subject to the following changes:

a. Clause 13(a) – Supervision. The following shall be inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, shall be the UK's Information Commissioner's Office.

b. Clause 17 – Governing law shall read "These Clauses shall be governed by the laws of England and Wales."

c. Clause 18(b) – Choice of forum and jurisdiction. The Member State shall be the courts of England and Wales.

d. For the purposes of Table 4 in Part 1 (Tables) of the UK IDTA, the parties select the "neither party" option.

e. Part 1 (Tables) of the UK IDTA shall be deemed to be pre-populated with the relevant sections of this DPA.

For transfers from the EEA or under GDPR, the SCCs (contained at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) specifically Module 2 of the SCCs, is incorporated into this DPA and will come into effect upon the commencement of any relevant Restricted Transfer, between the Subscriber (as "data exporter") and Trainerize (as "data importer") (or onward transfer), subject to the following changes:

a. Clause 7 – Docking clause of the SCCs shall apply.

b. Clause 9 – Use of sub-processors. “Option 1” shall apply and the “time period” shall be at least 15 days.

c. Clause 11(a) – Redress. The optional language shall not apply.

d. Clause 13(a) – Supervision. The following shall be inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Appendix 1 (*Details of Processing*) to this DPA, shall act as competent supervisory authority.

e. Clause 17 – Governing law. “Option 1” shall apply and the “Member State” shall be Ireland.

f. Clause 18 – Choice of forum and jurisdiction. The Member State shall be Ireland.

g. Annex 1 to the SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 1 (*Details of Processing*) to this DPA.

h. Annex 2 to the SCCs shall be deemed to be pre-populated with the security measures listed in Section 9.1 to this DPA.

i. Annex 3 to the SCCs shall be deemed pre-populated with the details included in the *List of Sub-Processors* included in Section 6.1 to this DPA.

Where Trainerize is the Controller of such Personal Data on Subscriber’s behalf, for transfers from the UK or under the UK GDPR, Module 1 of the SCCs, read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK IDTA (contained at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf) s incorporated into this DPA and will come into effect upon the commencement of any relevant Restricted Transfer between the Subscriber (as “data exporter”) and Trainerize (as “data importer”) (or onward transfer), subject to the following changes:

a. Clause 13(a) – Supervision. The following shall be inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, shall be the UK’s Information Commissioner’s Office.

b. Clause 17 – Governing law shall read “These Clauses shall be governed by the laws of England and Wales.”

c. Clause 18(b) – Choice of forum and jurisdiction. The Member State shall be the courts of England and Wales.

d. For the purposes of Table 4 in Part 1 (Tables) of the UK IDTA, the parties select the "neither party" option.

e. Part 1 (Tables) of the UK IDTA shall be deemed to be pre-populated with the relevant sections of this DPA.

Where Trainerize is the Controller of such Personal Data on Subscriber's behalf, for transfers from the EEA or under GDPR, the SCCs (contained at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) specifically Module 1 of the SCCs is incorporated into this DPA and will come into effect upon the commencement of any relevant Restricted Transfer, between the Subscriber (as "data exporter") and Trainerize (as "data importer") (or onward transfer), subject to the following changes:

a. Clause 7 – Docking clause of the SCCs shall apply.

b. Clause 11(a) – Redress. The optional language shall not apply.

c. Clause 13(a) – Supervision. The following shall be inserted: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Appendix 3 (*Details of Transfer*) to this DPA, shall act as competent supervisory authority.

d. Clause 17 – Governing law. "Option 1" shall apply and the "Member State" shall be Ireland.

e. Clause 18 – Choice of forum and jurisdiction. The Member State shall be Ireland.

f. Annex 1 to the SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 1 (*Details of Processing*) to this DPA and the processing operations as described in Appendix 3 (*Details of Transfer*) of this DPA.

g. Annex 2 to the SCCs shall be deemed to be pre-populated with the security measures listed in Section 9.1 to this DPA.

h. Annex 3 to the SCCs shall be deemed pre-populated with the details included in the List of Sub-Processors included in Section 6.1 to this DPA.

It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the applicable SCCs. Accordingly, if and to the extent the applicable SCCs conflict with any provision of this DPA regarding the transfer of Personal Data outside of Europe, the SCCs shall prevail to the extent of such conflict. In the event that the form of the SCCs are changed, replaced or subject to additional safeguards (including but not limited to specific technical and organizational measures) by the relevant authorities under Applicable Data Protection Laws, the Subscriber (as Controller) should notify Trainerize (as Processor) of such change and the parties shall work together in good faith to implement any such change. Provided

that such form is accurate and applicable to Trainerize (as Processor), such form shall then be binding upon the parties when both parties have executed the revised form, subject to the expiration of a grace period, determined by the relevant Supervisory Authorities.

In respect of any transfers of Personal Data to the United Kingdom, if the United Kingdom is, at any time during the term of this DPA, no longer recognized by the European Commission as providing an adequate level of protection for Personal Data and is not covered by an alternative framework recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, then such transfer shall be considered to be a transfer from the EEA or under GDPR and where the transfer is a transfer from Trainerize to the Subscriber, or an onward transfer to a sub-processor, the provisions governing Restricted Transfers from the EEA or under GDPR shall apply to such transfers until the earlier of:

a. the date upon which the European Commission issues a new decision recognizing the United Kingdom as providing an adequate level of protection for Personal Data;

b. the date upon which Trainerize either adopts itself where the transfer is a transfer from Trainerize to the Subscriber or directs the Subscriber to adopt, and the Subscriber so adopts, where the transfer is a transfer from the Subscriber to a sub-processor an alternative appropriate safeguarding measure for transfers from the EEA to the United Kingdom under Articles 46 to 49 of the GDPR;

c. the date upon which the SCCs cease to be considered an appropriate safeguard for the protection of Personal Data; or

d. the date upon which the Subscriber stops processing Personal Data under the DPA.

In the event that the provisions of Sections 6.2(c) or 11.3 of this DPA are not complied with by the Subscriber in Trainerize's opinion, acting reasonably, or where the SCCs, or the UK IDTA cease to be considered an appropriate safeguard for the protection of Personal Data by the European Commission, the Irish Data Protection Commission, the UK ICO or court of competent authority and no equivalent, successor mechanism is issued by the European Commission, the Irish Data Protection Commission or the UK ICO then without prejudice to any other rights or remedies that Trainerize may have, the parties agree that (a) Trainerize shall have the right to require that the transfers of Personal Data in question shall pause and that the Subscriber shall immediately pause all such transfers once it receives notification from Trainerize to that effect and (b) where Trainerize, in its sole discretion, determines that this DPA is no longer viable due to either the non-compliance referred to in this clause or cessation of the SCCs or the UK IDTA being considered an appropriate safeguard / transfer mechanism then Trainerize shall be entitled to terminate this DPA (and the Agreement) with immediate effect by written notice to the Subscriber.

12. LIMITATION OF LIABILITY

12.1 Liability Limits. Each party's and all of its Affiliates' liability taken together in the aggregate arising out of or related to this DPA (including the SCCs) shall be subject to the exclusions and limitations of liability set forth in the Agreement.

12.2 Party Limitation. Any Claim made against Trainerize or its Affiliates under or in connection with this DPA (including, where applicable, SCCs) shall be brought solely by Subscriber that is a party to the Agreement.

12.3 No Limitation on Individual Data Subject Rights. In no event shall any party limit its liability with respect to any individual Data Subject's rights under Applicable Data Protection Laws.

13. GENERAL PROVISIONS

13.1 Conflict; Order of Precedence. If there is a conflict between the Agreement and this DPA, the terms of this DPA will prevail. The order of precedence will be: (a) this DPA; (b) then the Order Form; (c) then the Privacy Policy; and (d) then the Terms. To the extent there is any conflict between the SCCs, and any other terms in this DPA, the Privacy Policy or the Terms, the provisions of the SCCs will prevail. In the event (and to the extent only) of a conflict (whether actual or perceived) among Applicable Data Protection Laws, the parties (or relevant party as the case may be) shall comply with the more onerous requirement or standard which shall, in the event of a dispute in that regard, be solely determined by Trainerize.

13.2 Modification. Notwithstanding anything else to the contrary in the Agreement, Trainerize reserves the right to make any modification to this DPA as may be required to comply with Applicable Data Protection Laws.

13.3 Agreement. Except as amended by this DPA, the Agreement will remain in full force and effect. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.

APPENDIX 1
DETAILS OF PROCESSING

Contact Person for Trainerize as Processor	Kathleen Kruger Data Protection Officer Privacy@trainerize.com
Data Importer **Data Exporter**	Trainerize Subscriber and Affiliates
Categories of Data Subjects:	The categories of Data Subjects whose Personal Data is processed include: ▪ Subscriber, including (a) Subscriber company (i.e., the legal entity with licensed rights to access and use the Platform and Purchased Services); and (b) Subscriber's Authorized Users (i.e., Subscriber's employees, Subscriber's Affiliates employees, or Subscriber's permitted third party agent for whom Subscriber creates a unique username and password under Subscriber's Trainerize account); and ▪ End Users (i.e., Subscriber's members, clients, or customers with authorization to create an End User account to access and use the Platform).
Categories of Personal Data:	Subscriber may upload, submit, or otherwise provide certain Personal Data to the Platform, the extent of which is typically determined and controlled by Subscriber in its sole discretion, and may include the following types of Personal Data: **Identity Data** Identifiers, personal information, commercial information, biometric information, Internet or other similar network activity, geolocation data, sensory data, and inferences drawn from other personal information. ▪ **Account Data** includes Subscriber's username, password, communication preferences, feedback and any survey responses; ▪ **Technical Data** includes Subscriber's internet protocol (IP) address, login data, browser type and version, time zone settings and location, browser

	plug-in types and versions, type and version of operating system, hardware version, device settings, software types, device manufacturer and model, language, and other technology on the device Subscriber uses to access the Platform; ▪ **Usage Data** includes information about how Subscriber uses the Platform; ▪ **Marketing & Communications Data** includes Subscriber's chosen preferences for receiving marketing or other types of communications from Trainerize or its Affiliates. ▪ **End User Data** includes an End User's name, email, address, phone number, communication preferences, bookings and purchase history, check-in logs, and other information pertaining to an End User's profile or use of Subscriber's facilities, products or services.
Sensitive Personal Information Processed (if applicable):	Trainerize does not want to, nor does it intentionally, collect or process any Sensitive Personal Information in connection with its provision of Purchased Services to Subscriber or End User.
Frequency of Processing:	Continuous, as determined by Subscriber and End User.
Type of Processing:	Electronically.
Subject Matter and Nature of Processing:	Trainerize provides a hosted club management platform to owners and operators of personal trainers, gyms and fitness studios, as more particularly described in the Agreement. The subject matter of the data processing under this DPA is the Subscriber Data (which includes Personal Data). Subscriber Data will be processed in accordance with the Agreement (including this DPA) and may be subject to the following processing activities: ▪ Storage and other processing necessary to provide, maintain and improve the Platform and Purchased Services provided to Subscriber pursuant to the Agreement; and/or

	▪ Disclosures in accordance with the Agreement and/or as compelled by Applicable Data Protection Laws.
Purpose of the Processing:	Trainerize shall only process Personal Data for the Permitted Purposes, which shall include: ▪ as set forth in the Agreement, this DPA, and as otherwise necessary to provide the Purchased Services to Subscriber (which may include investigating security incidents and detecting and preventing exploits or abuse); ▪ as necessary to comply with applicable law, including Applicable Data Protection Laws; and ▪ as otherwise agreed in writing between the parties.
Duration of Processing and Period for Which Personal Data will be Retained:	Trainerize will process Personal Data as outlined in Section 8.2 (Retention) of the DPA.
SUB-PROCESSOR TRANSFERS	*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:* As per 6 above, the sub-processor will process Personal Data as necessary to perform the Purchased Services pursuant to the Agreement. Subject to Section 8 of the DPA, the sub-processor will process Personal Data for the duration of the Agreement, unless otherwise agreed in writing. Identities of the sub-processors used for the provision of Purchased Services and their country of location are described in the *List of Sub-Processors,* available in the Privacy Policy.
COMPETENT SUPERVISORY AUTHORITY	*Identify the competent supervisory authority/ies in accordance with clause 13:* Irish Data Protection Commission
TECHNICAL AND ORGANIZATIONAL MEASURES	Data importer will maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Platform, as described in Section 9.1 of the DPA, or

	otherwise made reasonably available by data importer. Data importer will not materially decrease the overall security of the Platform during the Agreement's Term. Data Subject requests will be handled in accordance with Section 7.1 of the DPA.

APPENDIX 2
JURISDICTION SPECIFIC TERMS

(a) Australia:

(i) The definition of "Applicable Data Protection Laws" shall include the Australian Privacy Principles and the Australian Privacy Act (1988).

(ii) The definition of "Personal Data" includes "Personal Information" as defined under Applicable Data Protection Laws.

(iii) The definition of "Sensitive Data" includes "Sensitive Information" as defined under Applicable Data Protection Laws."

(b) California:

(i) The definition of "Applicable Data Protection Laws" includes the CCPA as amended.

(ii) The definition of "Personal Data" includes "Personal Information" as defined under Applicable Data Protection Laws and, for clarity, includes any Personal Information contained within Trainerize Account Data, Subscriber Data, and Usage Data.

(iii) The definition of "data subject" includes "Subscriber" as defined under Applicable Data Protection Laws. Any data subject rights, as described in Section 7.1 (Data Subject Requests) of this DPA, apply to Subscriber rights. With regard to data subject requests, Trainerize can only verify a request from Subscriber and not from any of Subscriber's End Users or any third party.

(iv) The definition of "controller" includes "Business" as defined under Applicable Data Protection Laws.

(v) The definition of "processor" includes "Service Provider" as defined under Applicable Data Protection Laws.

(vi) Trainerize will process, retain, use, and disclose personal data only as necessary to provide the Purchased Services under the Agreement, which constitutes a business purpose. Trainerize agrees not to (A) sell (as defined by the CCPA) Subscriber's Subscriber Data (including Personal Data) or Subscriber's End User's Personal Data; (B) retain, use, or disclose Subscriber's Personal Data for any commercial purpose (as defined by the CCPA) other than providing the Purchased Services; or (C) retain, use, or disclose Subscriber's Personal Data outside of the scope of the Agreement.

(vii) Trainerize certifies that its sub-processors as described in its List of Sub-Processors are Service Providers under Applicable Data Protection Laws with whom Trainerize has

entered into a written contract that includes terms substantially similar to this DPA. Trainerize conducts appropriate due diligence on its sub-processors.

(viii) Trainerize will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal data it processes as set forth in Section 9 (Security) of this DPA.

(c) Canada:

(i) The definition of "Applicable Data Protection Laws" includes the Canada Personal Information Protection and Electronic Documents Act ("**PIPEDA**").

(ii) Trainerize's sub-processors as described in its List of Sub-Processors are third parties under Applicable Data Protection Laws with whom Trainerize has entered into a written contract that includes terms substantially similar to this DPA. Trainerize has conducted appropriate due diligence on its sub-processors.

(iii) Trainerize will implement technical and organizational measures as set forth in Section 9 (Security) of this DPA.

(d) European Economic Area (EEA):

(i) The definition of "Applicable Data Protection Laws" includes the GDPR.

(ii) When Trainerize engages a sub-processor under Section 6 of this DPA, it will:

(A) require any appointed sub-processor to protect Personal Data to the standard required by Applicable Data Protection Laws, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR, and

(B) require any appointed sub-processor to (1) agree in writing to only process personal data in a country that the European Union has declared to have an "adequate" level of protection; or (2) only process Personal Data on terms equivalent to the Standard Contractual Clauses or pursuant to a Binding Corporate Rules approval granted by competent European Union data protection authorities.

(iii) Notwithstanding anything to the contrary in this DPA or in the Agreement (including, without limitation, either party's indemnification obligations), neither party will be responsible for any GDPR fines issued or levied under Article 83 of the GDPR against the other party by a regulatory authority or governmental body in connection with such other party's violation of the GDPR.

(iv) Subscriber acknowledges that Trainerize, as a controller of Usage Data, may be required under Applicable Data Protection Laws to notify a regulatory authority of Security Breaches involving Subscriber's Usage Data. If a regulatory authority requires Trainerize to notify impacted data subjects with whom Trainerize does not have a direct relationship (for example, Subscriber's End Users), Trainerize will notify Subscriber of this requirement. Subscriber will provide reasonable assistance to Trainerize to notify the impacted data subjects.

(e) Hong Kong:

(i) The definition of "Applicable Data Protection Laws" includes Hong Kong's Personal Data Privacy Ordinance (Ch. 486) ("**PDPO**")

(ii) Trainerize will process Personal Data to a standard of protection in accordance with the PDPO by implementing adequate technical and organizational measures as set forth in Section 9 (Security) of this DPA and complying with the terms of the Agreement.

(f) Mexico:

(i) The definition of "Applicable Data Protection Laws" includes Mexico's Federal Law on the Protection of Personal Data held by Private Parties ("**Mexico Data Protection Law**") and its supplementary regulation ("**Mexico Data Protection Regulations**").

(ii) Trainerize will process Personal Data to a standard of protection in accordance with the Mexoci Data Protection Law and Mexico Data Protection Regulations by implementing adequate technical and organizational measures as set forth in Section 9 (Security) of this DPA and complying with the terms of the Agreement.

(g) New Zealand:

(i) The definition of "Applicable Data Protection Laws" includes the New Zealand Privacy Act of 2020 ("**NZ Privacy Act**").

(ii) Trainerize will process Personal Data to a standard of protection in accordance with the NZ Privacy Act by implementing adequate technical and organizational measures as set forth in Section 9 (Security) of this DPA and complying with the terms of the Agreement.

(h) Singapore:

(i) The definition of "Applicable Data Protection Laws" includes the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) ("**PDPA**").

(ii) Trainerize will process Personal Data to a standard of protection in accordance with the PDPA by implementing adequate technical and organizational measures as set forth in Section 9 (Security) of this DPA and complying with the terms of the Agreement.

(i) United Kingdom (UK):

(i) References in this DPA to GDPR will to that extent be deemed to be references to the corresponding laws of the UK GDPR.

(ii) When Trainerize engages a sub-processor under Section 6 of this DPA, it will:

(A) require any appointed sub-processor to protect Personal Data to the standard required by Applicable Data Protection Laws, such as including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR; and

(B) require any appointed sub-processor to (1) agree in writing to only process personal data in a country that the United Kingdom has declared to have an "adequate" level of protection or (2) only process Personal Data on terms equivalent to the Standard Contractual Clauses or pursuant to a Binding Corporate Rules approval granted by competent United Kingdom data protection authorities.

(iii) Notwithstanding anything to the contrary in this DPA or in the Agreement (including, without limitation, either party's indemnification obligations), neither party will be responsible for any UK GDPR fines issued or levied under Article 83 of the UK GDPR against the other party by a regulatory authority or governmental body in connection with such other party's violation of the UK GDPR.

(iv) Subscriber acknowledges that Trainerize, as a controller of Usage Data, may be required under Applicable Data Protection Laws to notify a regulatory authority of Security Breaches involving Subscriber's Usage Data. If a regulatory authority requires Trainerize to notify impacted data subjects with whom Trainerize does not have a direct relationship (for example, Subscriber's End Users), Trainerize will notify Subscriber of this requirement. Subscriber will provide reasonable assistance to Trainerize to notify the impacted data subjects.