



1900 E. Golf Road
Suite 950
Schaumburg, IL 60173
p. 847.592.6211
f. 815.923.2932

Exhibit 2 to the TTE Services Agreement

Transfer Instructions for Transcription Services

Client may submit audio files in the following formats: .mp3, .mp4, and .wma files, or additional file formats approved by TTE. For WebEx files that are not converted to one of these formats, we charge \$25 per hour for recording/conversion.

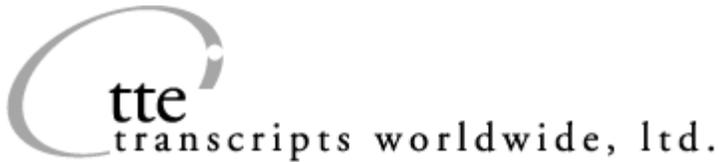
TTE will provide a folder for Client on its ShareFile account or on its SFTTP site. Client shall upload all audio and video recordings to be transcribed to Client's private folder on ShareFile or the SFTTP site. Client shall instruct TTE to either deliver the transcript to Client or its customers via email, or upload the transcript back to Client's private folder on ShareFile account or SFTTP site.

After Client uploads a file to ShareFile or the SFTTP site, it shall notify TTE (via email to transcriptionrequest@tetranscripts.com) of the turnaround time requested, the Minimum Percentage Accuracy, and any special instructions for the transcript such as verbatim or time stamping. This email address may also be used any time for questions to TTE's operations team about transcripts or audio files.

If a transcript is password protected, the password is the chairperson passcode that was used for the meeting, which can be found on the confirmation e-mail when the call was booked. TTE will provide a folder for Client on its ShareFile account or on its SFTTP site.

TTE deletes audio and video recordings, and the corresponding transcripts, after completion. All recordings and transcripts are deleted within 3 months after the date TTE receives the applicable audio recording, although deletion generally occurs within 3 weeks after the date TTE receives the applicable audio recording.

GDPR compliance: If the Data Protection Addendum is a part of the Services Agreement (as indicated on the Services Agreement), the Data Protection Addendum (1) governs any Services which are subject to the EU General Data Protection Regulation 2016/679, and (2) the meets the requirements of Article 28(3) of the GDPR.



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Exhibit 3 to the TTE Services Agreement

Terms & Conditions

These Terms & Conditions ("T&C") are incorporated into the TTE Services Agreement (the "Services Agreement") between TTE Transcripts Worldwide, Ltd. ("TTE") and the "Client" set forth on the Services Agreement. These T&C, together with the Services Agreement, are collectively referred to as the "Agreement". Capitalized terms that are used in these T&C, but is not defined herein, shall have the meaning given such term in the Services Agreement.

1. Services.

(a) TTE shall provide the Services in accordance with this Agreement, professionally and in accordance with transcription industry standards. Solely the terms of the Agreement (and, if applicable, the Data Protection Addendum, as described in Section 4) shall govern the Services, notwithstanding any other terms submitted by Client in connection with any order or request for Services, or in any correspondence or on Client's forms (whether before or after the date of the Services Agreement). Services not expressly included in an order, or described on TTE's then-current Rate Sheet, are excluded and additional fees may apply.

(b) TTE's ability to perform the Services, including without limitation to meet quality standards applicable to the Services (including without limitation Minimum Percentage Accuracy, as described on the Rate Sheet), depends on the quality of the recording provided by Client (as further described below) and to the quality of Client's recording and associated equipment, including without limitation recording and microphone equipment, phone equipment, phone line quality, conference room acoustics, background noise, speakers who have a heavy accent or do not speak directly into the phone receiver or microphone, and other issues. TTE shall not be required to perform Services for any order submitted by Client where, in TTE's determination, the quality standards may not be achieved. In such case, TTE shall notify Client and Client may, at Client's discretion, agree that TTE shall perform the Services for such order without quality standards.

(c) Transcripts may contain areas where TTE is unable to distinguish particular words and phrases. These areas are marked as "[indiscernible]" and do not reduce the achievement of quality standards. Transcripts may also contain incomplete sentences when one speaker is interrupted by another. A sentence in which the speaker is interrupted and does not finish his or her thought is followed by an em dash. Unless otherwise requested by Client, all transcripts are typed omitting all "uh", "you know", filler words, stutters, false starts, and similar words. Conference speakers who are not introduced, or who are not referred to by name, are designated as "M" for man or "W" for woman. Client understands that TTE may not correctly spell each speaker's name. TTE uses publicly-available information (such as Yahoo! Finance and company websites) for spelling the names of senior executives within a company, however, other names may be spelled phonetically.

(d) Neither party is granted any right or authority to assume or to create an obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever. TTE is an independent contractor of Client, and nothing herein contained and no course of dealing between the parties will create, or be deemed to create, an agency, partnership, joint venture or any other relationship, fiduciary or otherwise, between the parties hereto, each of which is hereby expressly disclaimed. Each party assumes sole responsibility for the direction and control of its employees involved in performing its obligations under and associated with this Agreement, who shall for all purposes remain employees of such party.

2. **Fees.** Client agrees to pay to TTE all fees, rates, charges, and expenses, and any other amounts described on the Services Agreement or Rate Sheet, for all Services. TTE shall invoice Client weekly, and payment is due 30 days following the invoice date, by check, credit card, or the form of payment described in the invoice. Amounts past due beyond 30 days accrue interest at the lower of 15% per annum or the highest rate allowed by law. TTE may require a security deposit or prepayment for Services if Client suffers financial difficulties, has a history of repeated late payments, or is, in TTE's reasonable discretion, in danger of insolvency. Time is of the essence for payments, and Services may be suspended or terminated (at TTE's discretion) if payment is more

than 15 days late. Client is responsible for all costs and expenses of collecting any amounts due, including attorneys' or collectors' fees and expenses. Billing disputes must be provided in writing and in reasonable detail within 30 days after the applicable invoice date or shall be deemed waived. All taxes (and similar charges) relating to or arising out of the Services shall be paid by Client in addition to fees or other charges. Client acknowledges that TTE may withhold return of the Client materials, if any, pending Client's full payment of fees then due.

3. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and, unless terminated earlier as set forth below, shall remain in effect for one year, and shall thereafter renew for additional one-year periods, unless a party provides express written notice of non-renewal prior to a renewal date. In addition, either party may terminate this Agreement at any time upon 30 days prior written notice. Any term or provision which by its nature should survive the termination of this Agreement shall survive.

4. **Data Protection.** If the Data Protection Addendum is part of the Services Agreement (as indicated thereon), then the Data Protection Addendum governs the rights and obligations of the parties, if and to the extent the GDPR (EU General Data Protection Regulation 2016/679) and other data protection laws are applicable to the Services or the parties.

5. **Property Rights.** TTE shall retain all right, title, and interest in all materials, software, information, and other intellectual property rights used in providing the Services, except for that portion of such materials provided by the Client.

6. **Liability.**

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TTE DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SERVICES ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS. TTE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE SERVICES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(b) IN THE EVENT TTE IS LIABLE TO CLIENT OR ITS AFFILIATES FOR ANY MATTER RELATING TO OR ARISING IN CONJUNCTION WITH THIS AGREEMENT ON ANY THEORY OF LIABILITY, THEN THE AMOUNT OF DAMAGES RECOVERABLE AGAINST TTE FOR ALL EVENTS, ACTS, AND OMISSIONS SHALL NOT EXCEED THE LESSER OF (I) PROVEN DIRECT DAMAGES, OR (II) THE AMOUNTS RECEIVED BY TTE FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE ONE HUNDRED EIGHTY (180) DAY PERIOD IMMEDIATELY PRECEDING SUCH CLAIM OR DISPUTE UNDER THIS AGREEMENT.

(c) EXCEPT FOR TTE'S WILLFUL MISCONDUCT, TTE SHALL NOT BE LIABLE FOR ANY AMOUNTS REPRESENTING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT OR TORT (INCLUDING NEGLIGENCE OR PROFESSIONAL ERRORS AND OMISSIONS) AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. TTE SHALL NOT BE LIABLE OR IN DEFAULT UNDER THIS AGREEMENT FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS RESULTING FROM ANY CAUSE BEYOND ITS REASONABLE CONTROL.

7. **Indemnification.** Client shall defend, at its expense, indemnify, and hold harmless TTE and its directors, officers, employees, and corporate affiliates from and against any and all claims, allegations, demands, suits, and proceedings brought or asserted by any third party (collectively, "Claims"), and from and against any liability, judgments, awards, damages, settlements, fees and costs (including attorney's fees) (collectively, "Damages") relating to such Claims, that result from, arise out of, or are related to: (i) any breach by Client of the Agreement or any representation or warranty herein; (ii) the gross negligence, willful misconduct, or bad faith of Client or its directors, officers, employees, or corporate affiliates; or (iii) any infringement upon the proprietary or intellectual property rights of any third party by any materials provided by Client, including without limitation any recording which so infringes or which, when Services are applied, so infringes, or (iv) any activity of TTE on behalf of Client and the performance of Services hereunder, unless such activity or Services are in breach of the express provisions or limitations set forth herein. TTE will provide, at Client's expense, any information in its possession with respect to such Claims, and will provide prompt notice of such Claims to Client.

8. Miscellaneous.

(a) This Agreement (i) contains the entire agreement among the parties with respect to the transaction described herein, and supersedes all prior agreements, written or oral, with respect thereto; (ii) is binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns; (iii) is not assignable by either party hereto without the prior written consent of the other party hereto and any other purported assignment shall be null and void; provided, however, that TTE may use contractors and subsidiaries to provide the Services hereunder; (iv) may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(b) All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to Client at the address set forth on the Service Agreement, or to TTE at 1900 E. Golf Road, Suite 950, Schaumburg, IL 60173 (or at such other address as a party may designate by like notice to the other party). Any notice or other communication will be deemed to be given (i) on the date of personal delivery, (ii) at the expiration of the 3rd day after the date of deposit in the United States mail, or (iii) on the date of confirmed delivery by certified mail or overnight delivery service.

(c) This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

(d) This Agreement will be governed by and construed in accordance with the laws of the state of Illinois, without regard to conflict-of-laws principles. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the City of Chicago, and each party irrevocably submits to the consent to the exclusive jurisdiction of such courts, agrees to accept service of process by mail, and waives any jurisdictional or venue defenses otherwise available.

(e) Each provision of this Agreement is severable. If any provision or term hereof is determined, for any reason whatsoever, to be illegal or otherwise unenforceable, (i) such provision shall be reformed and constructed in such a manner as to fulfill the intent of the parties hereto to the greatest possible extent and (ii) such determination shall not affect the validity of the remaining provisions and terms of this Agreement.

**Exhibit 4
to the TTE Services Agreement**

Data Protection Addendum

This Data Protection Addendum ("**Addendum**") is incorporated into the TTE Services Agreement (the "**Services Agreement**") between TTE Transcripts Worldwide, Ltd. ("**TTE**") and the "**Client**" set forth on the Services Agreement. As used in this Addendum, the Services Agreement, together with the Terms & Conditions incorporated therein, are collectively referred to as the "**Principal Agreement**".

Capitalized terms not otherwise defined in this Addendum shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

By executing, accepting, or otherwise agreeing to the Principal Agreement, the parties agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement, in consideration of the mutual obligations set out herein. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Definitions.

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Client Personal Data in respect of which Client is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Client Personal Data in respect of which Client is subject to any other Data Protection Laws;

1.1.2 "**Client Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Client pursuant to or in connection with the Principal Agreement;

1.1.3 "**Contracted Processor**" means TTE or a Subprocessor;

1.1.4 "**Contracted Processor Personnel**" means any of Contracted Processor's employees, contractors, subcontractors, and agents (and their employees, contractors, subcontractors, and agents).

1.1.5 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, other applicable legislation of the European Union relating to the Processing of Personal Data;

1.1.6 "**EEA**" means the European Economic Area;

1.1.7 "**EU Data Protection Laws**" means EU 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;

1.1.8 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.9 "**Restricted Transfer**" means:

1.1.9.1 a transfer of Client Personal Data from Client to a Contracted Processor; or

1.1.9.2 an onward transfer of Client Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under Section 5.4.3 or 11 below;

- 1.1.10 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of TTE for Client pursuant to the Principal Agreement;
 - 1.1.11 "**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries, as adopted by the EC by its Decision C(2010) 593 of 5 February 2010 and set out in its relevant website (as amended or replaced from time to time): <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1401799946706&uri=CELEX:32010D0087>;
 - 1.1.12 "**Subprocessor**" means any person (including any third party, but excluding any Contracted Processor Personnel) appointed by or on behalf of TTE to Process Personal Data on behalf of Client in connection with the Principal Agreement; and
- 1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- 2. Processing of Client Personal Data.**
- 2.1 TTE shall:
- 2.1.1 not Process Client Personal Data other than on the Client's documented instructions set forth in the Principal Agreement, unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case TTE shall to the extent permitted by Applicable Laws inform the Client of that legal requirement before the relevant Processing of that Personal Data.
- 2.2 Client shall:
- 2.2.1 instruct TTE (and authorises TTE to instruct each Subprocessor) to:
 - 2.2.1.1 Process Client Personal Data; and
 - 2.2.1.2 in particular, transfer Client Personal Data to any country or territory,
as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and
- 2.3 Schedule 1 to this Addendum sets forth the information required by article 28(3) of the GDPR (and, if expressly stated thereon, equivalent requirements of other Data Protection Laws) for Processing Client Personal Data. The parties may, by agreement in writing, make reasonable amendments to Schedule 1 from time to time; provided, that, to the extent applicable, the parties shall also amend the Principal Agreement as necessary to compensate TTE for additional costs of performing the Services due to such amendments. Nothing in Schedule 1 (including as amended pursuant to this Section 2.3) confers any right or imposes any obligation on any party to this Addendum.
- 3. Contracted Processor Personnel.** TTE shall take reasonable steps to ensure the reliability of any Contracted Processor Personnel who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Client Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such

individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security.

- 4.1 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 of natural persons, TTE shall implement the technical and organizational measures set forth on Schedule 3 to this Addendum. Schedule 3 sets forth Client's complete instructions to TTE for ensuring the appropriate level of security in relation to the Client Personal Data (including the appropriate measures referred to in Article 32(1) of the GDPR). The parties may, by agreement in writing, make reasonable amendments to Schedule 3 from time to time; provided, that, to the extent applicable, the parties shall also amend the Principal Agreement as necessary to compensate TTE for additional costs of performing the Services due to such amendments.
- 4.2 Client has assessed the security measures specified in Schedule 3 (and has taken into account the risks that are presented by Processing, in particular from a Personal Data Breach), and the Client is responsible, as between the parties, to Data Subjects and Supervisory Authorities if those measures, in themselves, do not meet the GDPR standard of appropriateness.
- 4.3 Notwithstanding the foregoing, Client has assessed the security measures implemented by TTE at the date of this Addendum, and the Client shall be responsible, as between the parties, to Data Subjects and Supervisory Authorities if TTE's security measures, in themselves, do not meet the GDPR standard of appropriateness.

5. Subprocessing.

- 5.1 Client authorises TTE to appoint (and permit each Subprocessor appointed in accordance with this Section 5 to appoint) Subprocessors in accordance with this Section 5 and any restrictions in the Principal Agreement.
- 5.2 TTE may continue to use those Subprocessors already engaged by TTE as of the date of this Addendum, subject to TTE in each case as soon as practicable meeting the obligations set out in Section 5.4.
- 5.3 TTE shall give Client prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within ten (10) days of receipt of that notice, Client notifies TTE in writing of any objections (on reasonable grounds) to the proposed appointment, TTE shall not appoint (or disclose any Client Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by Client and Client has been provided with a reasonable written explanation of the steps taken.
- 5.4 With respect to each Subprocessor, TTE shall:
 - 5.4.1 before the Subprocessor first Processes Client Personal Data (or, where relevant, in accordance with Section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Client Personal Data required by this Addendum, and any restrictions in the Principal Agreement;
 - 5.4.2 ensure that the arrangement between on the one hand (a) TTE, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;
 - 5.4.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) TTE, or (b) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Client Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the Client; and

5.4.4 provide to Client for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Client may request from time to time.

5.5 TTE shall ensure that each Subprocessor performs the obligations under Sections 2.1, 3, 4, 6.1, 7.2, 8 and 10.1, as they apply to Processing of Client Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of TTE.

6. Data Subject Rights.

6.1 Taking into account the nature of the Processing, TTE shall assist Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligations, as reasonably understood by Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 TTE shall:

6.2.1 promptly notify Client if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and

6.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Client or as required by Applicable Laws to which the Contracted Processor is subject, in which case TTE shall, to the extent permitted by Applicable Laws, inform Client of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach.

7.1 TTE shall notify Client without undue delay upon TTE or any Subprocessor becoming aware of a Personal Data Breach affecting Client Personal Data, providing Client with sufficient information to allow Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 TTE shall co-operate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation, and remediation of each such Personal Data Breach as required by Applicable Laws.

8. Data Protection Impact Assessment and Prior Consultation. TTE shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with Supervising Authorities, which Client reasonably considers to be required of Client by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Client Personal Data.

9.1 Subject to Section 9.3 TTE shall, in accordance with Client's written instructions to TTE, within three (3) months of the date of cessation of any Services involving the Processing of Client Personal Data (or such longer period required on Schedule 1), (a) return a copy of Client Personal Data to Client in such format as is reasonably instructed by Client; and/or (b) delete and procure the deletion of copies of Client Personal Data Processed by any Contracted Processor.

9.2 Each Contracted Processor may retain Client Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that TTE shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.3 Upon written request by Client, TTE shall, within thirty (30) days after it has returned or deleted Client Personal Data as provided in this Section 9, provide written certification to Client that it has fully complied with this Section 9.

10. Audit rights.

- 10.1 Subject to Sections 10.2 to 10.4, TTE shall make available to Client on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by Client or an auditor mandated by Client in relation to the Processing of the Client Personal Data by the Contracted Processors; provided that, TTE's obligations under this Section 10 shall be on a reasonable efforts basis with respect to inspections of Contracted Processor Personnel, it being acknowledged that not all Contracted Processor Personnel have agreed to provide such access, and that some such Contracted Processor Personnel work from home or other locations where access by Client or an auditor mandated by Client would be inappropriate.
- 10.2 Information and audit rights of Client only arise under Section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- 10.3 Client may only mandate an auditor for the purposes of Section 10.1 if the auditor is identified in the list set out in Schedule 4 to this Addendum, as that list is amended by agreement between the parties in writing from time to time. TTE shall not unreasonably withhold or delay agreement to the addition of a new auditor to that list.
- 10.4 Client undertaking an audit shall give TTE reasonable notice of any audit or inspection to be conducted under Section 10.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury, or disruption to the Contracted Processors' premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
- 10.4.1 to any individual unless he or she produces reasonable evidence of identity and authority;
 - 10.4.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Client undertaking an audit has given notice to TTE that this is the case before attendance outside those hours begins; or
 - 10.4.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:
 - 10.4.3.1 Client undertaking an audit reasonably considers necessary because of genuine concerns as to TTE's compliance with this Addendum; or
 - 10.4.3.2 Client is required or requested to carry out by Data Protection Law, a Supervisory Authority,where Client undertaking an audit has identified its concerns or the relevant requirement or request in its notice to TTE of the audit or inspection.

11. Restricted Transfers.

- 11.1 The Standard Contractual Clauses are hereby incorporated into this Addendum by reference and, subject to Section 11.3, Client (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into and agree to be bound by the Standard Contractual Clauses in respect of any Restricted Transfer from Client to that Contracted Processor. Each Contracted Processor agree to be bound by the Standard Contractual Clauses by entering into this Addendum or otherwise agreeing to be bound thereby. Appendices 1 and 2 of the Standard Contractual Clauses are set forth on Schedule 2 to this Addendum. In accordance with Clause 11 of the Standard Contractual Clauses, Client hereby approves TTE's Subprocessors appointed pursuant to Section 5 hereof.
- 11.2 The Standard Contractual Clauses shall come into effect under Section 11.1 on the later of:
- 11.2.1 the data exporter becoming a party to them;
 - 11.2.2 the data importer becoming a party to them; and

11.2.3 commencement of the relevant Restricted Transfer.

11.3 Section 11.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

12. General Terms.

12.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

12.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

12.2 Nothing in this Addendum reduces TTE's obligations under the Principal Agreement in relation to the protection of Personal Data or permits TTE to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.3 Subject to Section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

12.4 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

SCHEDULE 1 TO THE DATA PROTECTION ADDENDUM

1. Details of Processing Client Personal Data

This Schedule 1 to the Data Protection Addendum, between TTE Transcripts Worldwide, Ltd. ("TTE") and the Client named on the Addendum, includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR.

Client uses transcription Services (a text copy of the spoken words) in its business, for itself internally, in interactions with its customers and others, or as a service it offers to its customers. TTE provides transcription Services to Client by transcribing audio or video recordings, or real time events, and also offers translation, interpreting, and captioning Services. The nature and purpose of the Processing is determined by the Client, in its order for Services pursuant to the Principal Agreement. As examples, a Client may order Services for the purpose of: conference calls between such Client's customers; phone or video calls between a Client and its customers or others; audio or video productions made by a Client; or similar purposes.

Due to the nature and purpose of the Processing, Client's documented instructions to TTE do not notify TTE whether Personal Data is provided to TTE in connection with its performance of the Services, or identify what types or categories (including special categories) of Personal Data may be provided, or what categories of Data Subjects any such Personal Data may concern. In providing the Services, TTE does not identify whether any Personal Data is Processed, what types or categories of Personal Data may be provided, or what categories of Data Subjects any such Personal Data may concern. Therefore, since the Services MAY include the Processing of Client Personal Data, Client has instructed TTE to assume (for purposes of this Addendum and providing the Services) that: Client Personal Data IS being Processed from time to time; that TTE Processes any and all types or categories of Personal Data; and that such Personal Data concerns any and all categories of Data Subjects. The parties agree that it is not possible to accurately record the specific types or categories of Personal Data, or categories of Data Subjects. Further, TTE delivers the final transcripts, according to the Client's instructions, by email to the Client and the Client's customers, but TTE is not notified of, and does not determine, the locations of the Client's customers.

2. Subject matter of the Processing.

TTE will Process Personal Data of Data Subjects in order to perform the Services pursuant to the Principal Agreement.

3. Duration of the Processing.

TTE will Process Client Personal Data during the Term of the Principal Agreement (and, if longer, as long as TTE is required by applicable law to Process Client Personal Data).

Where the Processing of the Personal Data is not necessary for the performance of the Principal Agreement during the entire Term, then the time limit for erasure of all categories of Personal Data is three (3) months after the date TTE receives the applicable audio recording.

4. The nature and purpose of the Processing.

The nature and purpose of the Processing of Client Personal Data is set out in the Principal Agreement, and further described under "Details of Processing Client Personal Data" above.

5. The types of Client Personal Data to be Processed.

The types of Client Personal Data to be Processed concern, from time to time, any and all categories of Personal Data, as further described under "Details of Processing Client Personal Data" above.

6. The categories of Data Subject to whom the Client Personal Data relates.

The categories of Data Subjects to whom the Client Personal Data relates concern, from time to time, any and all categories of Data Subjects, as further described under "Details of Processing Client Personal Data" above.

7. The obligations and rights of the parties.

The obligations and rights of the parties are set out in the Principal Agreement and this Addendum.

8. Data Protection Contact Point

The name and contact details of Client's and TTE's data protection officer or other contact point where more information can be obtained about Processing of Personal Data under the Principal Agreement and this Addendum:

Client

(set forth on the Services Agreement)

TTE

Terry Thompson
President & CEO
terry.thompson@tetranscripts.com
Phone: 847-592-6211

SCHEDULE 2 TO THE DATA PROTECTION ADDENDUM

This Schedule 2 to the Data Protection Addendum, between TTE Transcripts Worldwide, Ltd. ("TTE") and the Client named on the Addendum, sets forth Appendix 1 and Appendix 2 to the Standard Contractual Clauses, which are incorporated by reference into the Standard Contractual Clauses.

Appendix 1 to the Standard Contractual Clauses

Data exporter

The data exporter is: the Client named on the Addendum

Data importer

The data importer is: TTE Transcripts Worldwide, Ltd.

Data subjects

The personal data transferred concern, from time to time, any and all categories of data subjects, as further described on Schedule 1 under "Details of Processing Client Personal Data".

Categories of data

The personal data transferred concern, from time to time, any and all categories of personal data, as further described on Schedule 1 under "Details of Processing Client Personal Data".

Special categories of data (if appropriate)

The personal data transferred concern, from time to time, any and all categories of personal data, as further described on Schedule 1 under "Details of Processing Client Personal Data".

Processing operations

The personal data transferred will be subject to the processing activities described in the Principal Agreement and this Addendum.

Appendix 2 to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The data importer will implement those technical and organizational security measures that are set out on Schedule 3 to the Addendum.

SCHEDULE 3 TO THE DATA PROTECTION ADDENDUM

This Schedule 3 to the Data Protection Addendum, between TTE Transcripts Worldwide, Ltd. ("TTE") and the Client named on the Addendum, sets forth technical and organizational measures referred to in Section 4 of the Addendum, which Client approves as security measures for ensuring the appropriate level of security in relation to the Client Personal Data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

Capitalized terms not otherwise defined in this Schedule shall have the meaning given to them in the Data Protection Addendum.

Organizational Measures

Evaluation of Security Measures: TTE and its Subprocessors shall implement processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Client Personal Data.

Incidence Response and Security Management Process: TTE and its Subprocessors shall implement processes for reporting, handling incidents, and taking corrective, preventive actions.

Data Breach Reporting: TTE and its Subprocessors shall implement processes for reporting a Personal Data Breach affecting Client Personal Data according to the Data Protection Addendum.

Segregation of System Admin Duties: Duties and responsibilities shall be segregated in order to reduce opportunities for unauthorized modification or misuse of information. System Administrators, back up operators, and server operators shall have clear segregation of duties.

Information Security Policy: TTE shall maintain an Information Security Policy for its employees, contractors, and subcontractors, which shall include a Clean Desk Policy and an Email Use Policy to minimize possible security risks in connection with providing the Services.

Training on Information Security and Privacy Awareness: To minimize possible security risks, TTE's employees, contractors, and subcontractors shall receive training on TTE's Information Security Policy, the importance of information security, the correct use of information processing resources, and responsibilities relevant to information security and security incident reporting.

Physical Security Measures

Secure Premises: All server rooms, and TTE's corporate office and Subprocessors' premises, shall be secure areas, protected by appropriate entry controls to ensure that only authorized personnel are allowed access. TTE's Information Security Policy shall include physical security measures applicable to TTE's employees, contractors, and subcontractors.

Technical Security Measures

Encryption of Client Personal Data: Client Personal Data shall be encrypted in storage, and in transit when sent outside of TTE, and TTE will implement the software, hardware, and policies necessary for this purpose.

Confidentiality, Integrity, and Availability of TTE's Processing System: TTE shall implement security measures across its systems to safe guard the confidentiality, integrity, and availability of TTE's systems and the Client Personal Data, and detect and record any attempted damage, amendment, or unauthorised access of Client Personal Data. All desktop and laptop computers or other computing devices used by TTE's employees, contractors, and subcontractors to perform Services must be locked with password protection when not being used, and at the end of each work day.

Virus Management: TTE and its Subprocessors shall use Trend Micro, Macfee, or equivalent anti-virus software on servers, at gateway, and on desktops and laptops for managing malicious code.

Privilege Management: The allocation and use of privileges shall be restricted and controlled. TTE shall restrict access privileges to TTE's and its Subprocessors' systems to only those employees, contractors, subcontractors, and Subprocessors who have a valid need to know specific Client Personal Data, and only for the specific purpose for which TTE possesses it.

User Authentication and Password Guidelines: Depending on the system being accessed, all authorized users shall be authenticated using appropriate user code and password. Passwords shall comply with TTE's guidelines. Passwords shall expire after 45 days. No group or shared passwords shall be permitted. Passwords shall be encrypted when transmitted.

Backup Strategy: TTE and its Subprocessors shall, on a regular basis, backup essential information and software used in connection with providing the Services, and shall implement systems and processes to restore the availability and access to Client Personal Data in a timely manner in the event of a physical or technical incident.

**SCHEDULE 4
TO THE DATA PROTECTION ADDENDUM**

List of Mandated Auditors

None.