DATA ACT ADDENDUM

This Data Act Addendum (the "**Addendum**") forms an integral part of the agreement between Diligent and Client on Client's use of Diligent products and services (the "**Agreement**"). For the avoidance of doubt, where the Services are provided by the Brainloop entity mentioned on the respective Order Form (or similar order documentation), any mention of "Diligent" in this Addendum shall mean that respective Brainloop entity.

1. DEFINITIONS

1.1 In this Addendum the terms "**Data**", "**Data Processing Service**", "**Metadata**", "**On-Premises ICT Infrastructure**" and "**Switching Charges**" shall have the meaning as defined in Art. 2 Data Act.

1.2 The following further terms shall have the meaning ascribed to them:

a) "**Alternative Transitional Period**" means an extended transitional period that shall not exceed seven (7) months as determined by Diligent due to technical unfeasibility of meeting the Transitional Period as specified in Section 4.2;

b) "**Data Act**" means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828;

c) "**Digital Assets**" means elements in digital form, including applications, for which Client has the right of use, independently from the contractual relationship with Diligent under the Agreement;

d) "**Exportable Data**" means the input and output Data, including Metadata, directly or indirectly generated, or cogenerated, by Client's use of the Services, excluding any assets or data protected by intellectual property rights, or constituting a trade secret, of Diligent or third parties, as specified with details of all the data structures and data formats as well as the relevant standards and open interoperability specifications in the register (the details of which will be provided to the Client upon written request until such time as they are published in a dedicated online register. Once established, this register will be accessible from a link on Diligent's corporate website);

e) "**Extended Transitional Period**" means an extended transitional period on request by Client as specified in Section 4.3;

f) "**Retrieval Period**" means the period during which Diligent shall keep Exportable Data and Digital Assets available for export/download as specified in Section 8.1;

g) "**Same Service Type**" means Data Processing Services that share the same primary objective, the same Data Processing Service model as well as the main functionalities as the Service;

h) "**Switching**" or "**Switch**" means the process whereby Client changes from one Data Processing Service provided by Diligent to (a) using another Data Processing Service of the Same Service Type, or other service, offered by a different provider of Data Processing Services, or (b) to an On-Premises ICT Infrastructure, including through extracting, transforming and uploading the Exportable Data;

i) "**Switching Notice**" means a written Switching notice of Client sent to Diligent indicating a Switching Request as specified in Section 3.2;

j) "**Switching Notice Period**" means a mandatory two (2) month notification period for initiation of the Switching process as specified in Section 3.2;

k) "**Switching Request**" means a request from Client, during the Term of the Agreement, to Switch to a third-party Data Processing Service of the Same Service

Type as the Services and/or to port all Exportable Data and Digital Assets from the Services to Client's On-Premises ICT Infrastructure as specified in Section 3.1;

l) "**Termination Date**" means the date at which the Switching Request/s shall be considered completed as specified in Section 8.1;

m) "**Transitional Period**" means a maximum transitional period of thirty (30) calendar days initiated upon expiry of the Switching Notice Period of the corresponding Switching Notice as specified in Section 4.1.

1.3 Unless otherwise defined in this Addendum, all capitalized terms (including but not limited to "**Client**", "**Diligent**", "**Documentation**", "**Freemium Services**", "**Initial Term**", "**Order Form**", "**Parties**", "**Renewal Term**", "**Statement of Work**", "**Services**", "**Subscription Fees**", and "**Term**") have the meaning ascribed to them in the Agreement or, in case different terminology is used in the Agreement, shall be construed to refer to such terms with similar meaning as defined in the Agreement.

2. GENERAL

2.1 The Parties agree on the terms in this Addendum to implement the requirements for the Switching between Data Processing Services under the Data Act. For this purpose, Diligent shall take the measures described in this Addendum to enable Client to Switch to a Data Processing Service, covering the Same Service Type, which is provided by a different provider of Data Processing Services, or to an On-Premises ICT Infrastructure, or, where relevant, to use several providers of Data Processing Services at the same time.

2.2 This Addendum applies solely to the extent Client and its use of the Services are subject to the Data Act.

2.3 This Addendum does not apply to Freemium Services and other products, services or functionality provided as a non-production version for testing and evaluation purposes and for a limited period of time. Further, the exemptions for custom-built and individually developed features and not offered at broad commercial scale under Art. 31(1) Data Act remain unaffected by this Addendum.

2.4 For the avoidance of doubt, the rights and obligations relating to Switching under this Addendum shall not apply in the event of termination of an Order Form or the Agreement by Diligent or Client unrelated to a Switching Request under applicable rules for termination under the Agreement, and notwithstanding any other rules on data export, data erasure or data migration under the Agreement.

3. INITIATION OF SWITCHING

3.1 During the term of the Agreement, Client may, upon request, Switch:

(a) to a third-party Data Processing Service of the Same Service Type as the Services; and/or

(b) to Client's On-Premises ICT Infrastructure by porting all Exportable Data and Digital Assets;

(each such request a "**Switching Request**"),

without undue delay and in any event not after the Transitional Period or, as applicable, the Alternative Transitional Period or Extended Transitional Period, as specified in Section 4, to be initiated in each case after the Switching Notice Period.

3.2 Client may initiate the Switching by sending Diligent a written Switching notice indicating its Switching Request ("**Switching Notice**") observing a two (2) month advance notification period prior to the initiation of the Switching process ("**Switching Notice Period**"). In order for a Switching Request to be valid, the Switching Notice shall:

(a) specify Client's Switching Request for Diligent to enable Client to perform one or more of the following actions at the end of the Switching Notice Period:

(i) Switch to a third-party Data Processing Service of the Same Service Type as the Services;

        (ii)   Switch to Client's On-Premises ICT Infrastructure by porting all Exportable Data and Digital Assets; and/or

        (iii)   erase its Exportable Data and Digital Assets in accordance with Section 9.2 below;

(b)   specify the Services which are the subject of the Switching Request, including full details of the relevant Order Form(s) applicable to such Services; and

(c)   contain all other details necessary for Diligent to enable the Switching or the erasure of Exportable Data and Digital Assets, including, as applicable, the necessary details about the destination third-party Data Processing Service provider and related services, the destination On-Premises ICT Infrastructure, the envisaged timing of the Switching, and the Client contact person(s) responsible for the Switching process.

3.3   Client may limit the Switching Request to only parts of the Services; where so indicated, Diligent shall, where technically feasible, not impose and shall remove pre-commercial, commercial, technical, contractual and organizational obstacles, which inhibit Client from unbundling the relevant Services for Switching without affecting other Services under the Agreement.

3.4   The Switching Notice Period commences on Diligent's receipt of a Switching Notice that meets the requirements in Section 3.2. If the Switching Notice is materially incomplete, the Switching Notice Period shall not be deemed to have commenced. In such event, Diligent shall promptly notify Client, and act in good faith to help cure the deficiency, and the Switching Notice Period shall commence on receipt of a corrected Switching Notice.

4. TRANSITIONAL PERIOD

4.1   Upon expiry of the Switching Notice Period of a Switching Notice, a maximum transitional period of thirty (30) calendar days (the "**Transitional Period**"), during which the Agreement remains applicable, shall commence in relation to the relevant Switching Request. The Transitional Period does not apply to the extent Client requests Diligent to erase its Exportable Data and Digital Assets at the end of the Switching Notice Period in accordance with Section 3.2(a)(iii) above.

4.2   Where fulfilling Client's Switching Request before the end of the Transitional Period is technically unfeasible, Diligent shall so notify Client within fourteen (14) working days upon receipt of the Switching Notice and shall duly justify the technical unfeasibility and indicate an alternative transitional period not exceeding seven (7) months from the date of the expiry of the Switching Notice Period (the "Alternative Transitional Period"). Service continuity shall be ensured throughout any Alternative Transitional Period.

4.3   Without prejudice to Section 4.2, Client may extend the Transitional Period once, for a period that it considers more appropriate for its own purposes, for a period which shall not exceed the time as permitted under applicable law or the applicable standard contractual clauses (the "**Extended Transitional Period**"). In that case, Client shall notify Diligent of this change in writing not later than 14 calendar days before the end of the original Transitional Period and indicate the Extended Transitional Period. Diligent shall confirm the receipt of such extension notice.

5. DILIGENT'S OBLIGATIONS DURING SWITCHING

5.1   Throughout the Transitional Period, and, if applicable, any Alternative Transitional Period or Extended Transitional Period, Diligent shall:

     i.   provide reasonable assistance to Client and third parties authorized by Client in the Switching process in respect of Client's Switching Request;

     ii.   act with due care to maintain business continuity, and continue the provision of the functions or services under the Agreement;

     iii.   provide clear information concerning known risks to continuity in the provision of the functions or services under the Agreement; and

     iv.   ensure that the high level of security is maintained throughout the Switching as set out in the then-current (security related) Documentation, in particular the security of the Exportable Data

and Digital Assets during its transfer and the continued security of the Exportable Data and Digital Assets during the Retrieval Period in accordance with Section 9.2 below.

5.2   Diligent shall continue providing the Services throughout the Transitional Period and, if applicable, Alternative Transitional Period or Extended Transitional Period in accordance with the Agreement, provided that there is a current related Order Form in place in relation to such Services. To the extent Client's Order Form(s) for the Services being Switched expires during the Transitional Period, Alternative Transitional Period or Extended Transitional Period, as applicable, Client shall execute new Order Form(s) for such Services.

5.3   Diligent shall reasonably support Client's exit strategy relevant to the Services affected by the Switching, including by providing all relevant information, as specified in the Documentation.

6.   CLIENT OBLIGATIONS DURING SWITCHING

6.1   Client undertakes to take all reasonable measures to achieve effective Switching. Client is responsible for the import and implementation of Exportable Data and Digital Assets in their destination On-Premises ICT Infrastructure or the destination third-party Data Processing Service, including where Client uses the services of a third party for these actions.

6.2   Where applicable, and without requiring Diligent to disclose, transfer, or develop new technologies or services protected by intellectual property rights and/or trade secrets, Client undertakes, and shall ensure that third parties mandated by it (including any destination third-party Data Processing Service provider) undertake, to respect the intellectual property rights and trade secrets of any materials or other information provided by Diligent in the Switching process. Client undertakes to provide access to and enable the use of these materials and other information to third parties mandated by it only insofar as necessary to complete the Switching process and only upon Diligent's explicit authorization. The access to and use of Diligent's materials and other information related to the Switching which are protected by intellectual property rights and/or trade secrets (a) will be terminated no later than at the end of the Transitional Period or, as applicable, the Alternative Transitional Period or Extended Transitional Period, and (b) must at all times be in full compliance with the confidentiality commitments (including under the Agreement) and the intellectual property rights granted by Diligent.Client shall act in good faith to implement any instructions related to the Switching shared by Diligent.

6.3   Client shall act in good faith to implement any instructions related to the Switching shared by Diligent.

7.   EXPORTABLE DATA AND DIGITAL ASSETS SPECIFICATION

Diligent shall provide details of the Data eligible for a Switching Request, , including an exhaustive specification of all categories of Data and Digital Assets that can be ported during the Switching process and of categories of Data specific to the internal functioning of Diligent's Services that are exempt from the Exportable Data due to a risk to the protection of trade secrets, provided that such exemptions do not impede or delay the Switching. These details will be provided to the Client upon written request until such time as they are published in a dedicated online register. Once established, this register will be accessible from a link on Diligent's corporate website.

8.   TERMINATION AFTER COMPLETION OF THE SWITCHING REQUEST

8.1   The applicable Order Form(s) or relevant parts thereof (or, where all Order Forms are affected: the Agreement) shall be considered terminated at the earliest of the following dates (the "**Termination Date**"):

        (a)   where applicable, upon successful completion of the Switching process, as further specified in Section 8.3; or

        (b)   at the end of the Switching Notice Period, where Client does not want to Switch but specifies that it requests Diligent to erase Client's Exportable Data and Digital Assets upon service termination in accordance with Section 3.2(a)(iii) above.

8.2   Diligent shall notify Client of such termination in each case.

8.3   Unless agreed otherwise, the Switching process shall be considered completed upon conclusion of the Transitional Period or, as applicable, the Alternative Transitional Period or Extended Transitional Period, as set forth in Section 4.

9.   RETRIEVAL PERIOD AND DATA ERASURE

9.1   Client is entitled to a retrieval period of thirty (30) calendar days starting after the end of the Transitional Period or, as applicable, the Alternative Transitional Period or Extended Transitional Period, as agreed in accordance with Section 4, during which Diligent shall make Exportable Data and Digital Assets available for export/download (the "**Retrieval Period**") as provided in the Documentation.

9.2   After expiry of such Retrieval Period, and provided the Switching process has been completed successfully as further specified in Section 8.3, Diligent shall, in accordance with any agreed rules for deletion of Client's Data (if any) in the Agreement and/or Documentation, securely erase or destroy all copies of Exportable Data and Digital Assets generated directly by the Client, or relating to the Client directly, except for the Exportable Data which Diligent is obligated to store under mandatory European Union ("**EU**") or EU Member State law. The details of such retained data, including the retention period and the legal grounds for retention, shall be made available to the Client upon written request, where permitted by law.

10.   EARLY TERMINATION FEE

10.1   If the Termination Date specified in Section 8.1 occurs before the expiry of a fixed or agreed Term of the applicable Order Form(s) and/or the Agreement (including before the next contractual renewal or ordinary termination date of a subscription term), Client remains obligated to pay an early termination fee for the remainder of the applicable Order Form(s) and/or the Agreement. The Parties acknowledge that any early termination fee under this Section is separate from and is not a Switching Charge within the meaning of the Data Act.

10.2   The early termination fee equals

(a)   the aggregate fees (and any contractually committed minimums) that would have become due for the remainder of the Term of the terminated Order Form(s) and/or the Agreement (i.e., until the end of any agreed fixed Term or, in case of automatic contract renewal, the next possible date of ordinary termination by Client of any subscription Term (which is, unless agreed otherwise in the Agreement, the end of the Initial Term or, as applicable, the then-current Renewal Term); and

(b)   third-party fees or commitments that Diligent has incurred specifically for Client and that are not cancelable or refundable with reasonable effort,

excluding

(c)   usage-based overages not yet incurred and one-time fees for services not yet performed; and/or

(d)   direct, variable costs that Diligent reasonably expects to avoid as a direct result of early termination. The Client acknowledges that the Service is a multi-tenant platform and, as such, Diligent's underlying costs to provide the Service (including for personnel, infrastructure, and platform maintenance) are largely fixed and are not materially reduced by the departure of a single client. Accordingly, any such avoidable costs are expected to be nominal.

10.3   In no event shall the early termination fee, together with any other amounts retained or received for the same period, exceed the aggregate fees that would have been payable by Client had the applicable Order Form(s) and/or the Agreement, or relevant part thereof, not been terminated early through a Switching Request by Client.

10.4   Within a reasonable time after an early termination under Section 9, Diligent shall issue an invoice detailing the items for the calculation of the early termination fee under Sections 10.2 – 10.4, including, as applicable, the amount to be refunded to Client, if any, after deducting the early termination fee of any prepaid Subscription Fees (if any) for the relevant Services.

10. 5   The early termination fee is due subject to the payment terms agreed in the Agreement. The provisions on late payment under the Agreement apply accordingly. If Client prepaid any Subscription Fees for the relevant remainder of the Term of the terminated Order Form(s) and/or the Agreement, Diligent will refund

to Client the pro-rata portion of any prepaid Subscription Fees attributable to the remainder of the Term less the applicable early termination fee calculated in accordance with Sections 10.2 – 10.4.

10.6   Further, any assistance provided by Diligent beyond the Switching under this Addendum shall be subject to the Parties' entering into a professional services agreement and/or Statement of Work, and payment of related fees.

11.   NOTICES

The Parties agree that any notices between them in respect of Switching are provided by adequate means, as further detailed in the Agreement (including but not limited to e-mail).

12.   TRANSPARENCY

Diligent shall publish and keep up to date the following information, making it available on a publicly accessible section of its primary corporate website (currently diligent.com):: (a) the jurisdiction to which the ICT infrastructure deployed for data processing of the Services is subject; and (b) a general description of the technical, organisational and contractual measures adopted by Diligent to prevent international governmental access to or transfer of non-personal data held in the EU where such access or transfer would create a conflict with EU law or the national law of the relevant Member State.

13.   MISCELLANEOUS

13.1   If any provision of this Addendum is or becomes invalid, unlawful or unenforceable, such provision shall be severed without affecting the validity, legality or enforceability of the remaining provisions.

13.2   The Parties agree to replace any invalid, illegal, or unenforceable provision with a valid provision that comes as close as possible to the economic intent and purpose of the original provision, particularly ensuring the effective implementation of the Switching mechanisms and related obligations set forth under the Data Act. The remainder of this Addendum will continue in full force and effect.

13.3   The obligations arising from this Addendum shall not affect the obligations of the respective destination third-party Data Processing Service provider to which Client may Switch.

13.4   In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement or any other applicable contractual arrangements, terms or conditions related to Switching between Data Processing Services, and notwithstanding anything to the contrary in the Agreement, the terms of this Addendum will take precedence. For the avoidance of doubt, the rights granted to Client in this Addendum shall be in addition to, and not in lieu of, any rights related to data export or exit and/or migration support under the Agreement.

13.5   This Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in all respects by, and construed in accordance with, the governing law of the Agreement.