DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") is incorporated by reference into and forms part of the Master Services Agreement, licensing agreement or any other ordering documentation ("**Agreement**") between: (i) the TELUS entity named in the Agreement ("**Company**") and (ii) the customer entity named in the Agreement ("**Customer**") to reflect the Parties' agreement with regard to the Processing of Personal Data. Upon the signing of the Agreement by both Parties this Addendum will become legally binding between Customer and Company as of the effective date of the Agreement.

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

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below are added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

1.   Definitions

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

1.1.1   **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data. To the extent the California Consumer Privacy Act ("**CCPA**"), Cal. Civ. Code § 1798.100 et seq. applies, as amended by the California Privacy Rights Act, Controller also includes a "Business" as defined by the CCPA;

1.1.2   "**Customer Personal Data**" means any Personal Data provided by Customer, its end-users or third party on behalf of the Customer to Company and Processed by Company or its Subprocessors on behalf of Customer pursuant to or in connection with the Agreement, as described in Annex 1. For clarity, Personal Data provided by end-users to Company for the provision of Employee Assistance Program (EAP) services does not constitute Customer Personal Data;

1.1.3   **"Data Subject"** means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

1.1.4   "**Data Protection Laws**" mean all laws and regulations, including laws and regulations of Canada, Australia, the United States and its states, the United KIngdom, the European Union ("**EU**") and the European Economic Area ("**EEA**") and their member states and Switzerland, applicable to the Processing of Personal Data under the Agreement as amended from time to time;

1.1.5   "**GDPR**" means: (i) the EU General Data Protection Regulation 2016/679 ("**EU GDPR**"), and (ii) the EU GDPR as saved into the laws of the United Kingdom ("**UK GDPR**");

1.1.6   "**Personal Data**" means any information relating to a Data Subject;

1.1.7 **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data;

1.1.8 **"Processing" or "Process"** means any operation or set of operations performed upon Personal Data or sets of Personal Data as part of the Services, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

1.1.9 **"Processor"** means the entity that Processes Personal Data on behalf of the Controller, including a "Service Provider" as defined by the CCPA;

1.1.10 "**Restricted Transfer**" means:

1.1.10.1 a transfer of Customer Personal Data from Customer to the Company; or

1.1.10.2 an onward transfer of Customer Personal Data from the Company to a Subprocessor

in each case, where such transfer would be prohibited by Data Protection Laws in the absence of an appropriate cross border data transfer mechanism under Section 12 below, or other additional safeguards such as those set out in Data Protection Laws;

1.1.11 "**Services**" means the services and other activities to be supplied by or carried out by Company on behalf of or for Customer pursuant to the Agreement;

1.1.12 **"Standard Contractual Clauses"** means: (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR ("**EU SCCs**"); and (ii) where the UK GDPR applies, the EU SCCs and the UK Addendum; and (iii) where the Switzerland Federal Act on Data Protection of 25 September 2020 ("**FADP**") applies, the Standard Contractual Clauses will have the same meaning as in the Swiss Data Protection Laws;

1.1.13 "**Subprocessor**" means any person (including any third party, but excluding an employee of Company) appointed by Company to Process Customer Personal Data on behalf of Customer in connection with the Agreement;

1.1.14 "**Supervisory Authority**" means any authority competent for monitoring the application of Data Protection Laws to the Personal Data Processed in connection with the Services; and

1.1.15 "**UK Addendum**" means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner's Office under S119(A) of the UK Data Protection Act 2018, as may be amended, superseded, or replaced from time to time.

1.2 The word "**include**" will be construed to mean "include without limitation", and cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

2.1 With regard to Company's Processing of Customer Personal Data in the course of providing the Services to Customer, Company is a Processor acting on behalf of the Customer. Customer will either be the Controller of the Personal Data or a Processor acting on behalf of a third-party Controller of the Personal Data.

2.2   Company will:

    2.2.1   comply with applicable Data Protection Laws in the Processing of Customer Personal Data;

    2.2.2   not Process Customer Personal Data other than on Customer's instructions unless Processing is required or permitted by applicable laws;

    2.2.3   not "sell" or "share" (as such terms are defined by the CCPA or other similar US state laws) Customer Personal Data;

    2.2.4   not retain, use or disclose Customer Personal Data for any purpose other than: (i) to provide the Services pursuant to the Agreement; or (ii) as otherwise expressly permitted by Customer or applicable laws;

    2.2.5   unless otherwise permitted by Data Protection Laws or as part of the provision of the Services, not combine Customer Personal Data with other data about an individual that Company (a) receives from, or on behalf of, another person, or (b) collects from its own, independent consumer interaction; and

    2.2.6   notify the Customer if it determines that it cannot meet its obligations under Data Protection Laws or this Addendum.

2.3   Customer:

    2.3.1   hereby instructs Company to Process Customer Personal Data in accordance with its documented instructions, and for the limited and specified business purposes set out in the Agreement and this Addendum;

    2.3.2   represents and warrants that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 2.3.1; and

    2.3.3   represents and warrants that, as between the Parties, it is solely responsible for ensuring the accuracy and quality of Customer Personal Data, the means by which Customer acquired the Personal Data, and the lawfulness of the Processing instructions it issues to Company.

2.4   Annex 1 to this Addendum sets out specific information regarding the details of the Company's Processing of Personal Data on behalf of the Customer.

3.   Company Personnel

3.1   Company will take reasonable steps to ensure access to Customer Personal Data is strictly limited to those individuals who have a need to know, as necessary for the purposes of the Agreement, and that all individuals authorized to Process Customer Personal Data are under an obligation of confidentiality.

4.   Security

4.1   Company will implement commercially reasonable technical and organizational measures, as described in the Agreement, to ensure a level of security that takes into account the state of the art, the costs of implementation, and the risk of harm to the rights and freedoms of natural persons.

5.   Subprocessing

5.1   Customer authorizes Company to appoint Subprocessors in accordance with this section.

5.2   When required by Data Protection Laws, Company will provide Customer with 15 days' prior notice in advance of appointing any new Subprocessors, except that Company may continue to use those Subprocessors already engaged by Company as of the date of this Addendum. A list of Company's current Subprocessors is available here: https://www.telus.com/agcg/en-ca/privacy-policy/subprocessors. Customer may notify Company in writing of its objections to the new Subprocessor appointment within ten business days of receipt of Company's notice. Customer's objection must provide Customer's rationale for such objection, and Customer's objection must be based on reasonable grounds in relation to data protection. In such cases:

5.2.1   Company will work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of the proposed Subprocessor; and

5.2.2   where such a change cannot be made within sixty (60) days from Company's receipt of Customer's notice, Customer may, by written notice to Company, terminate the relevant Services which cannot be provided by Company without the use of the objected-to new Subprocessor. Termination under this subsection does not relieve the Customer of its payment obligations in respect of the Services up to the date of termination.

5.3   Company will ensure that the arrangements between Company and its Subprocessors are governed by a written contract which offers equivalent level of protection for Customer Personal Data as those set out in this Addendum.

5.4   Company will remain fully liable for all obligations subcontracted to, and all acts and omissions of, its Subprocessors.

6.   Data Subject Rights

6.1   Company will assist Customer to fulfill the Customer's obligations to respond to Data Subjects who exercise their rights under Data Protection Laws. Where Customer Personal Data is not readily available to the Customer, such as through the use of self-service controls, Company will implement commercially reasonable technical and organizational measures.

6.2   Company will:

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

6.2.2   not respond to that request except as otherwise agreed to by Company and only on the documented instructions of Customer or as required by applicable laws to which the Company is subject.

7.   Government Agency Requests for Customer Personal Data

7.1   If a government agency, including law enforcement, requests Company to disclose or provide access to Customer Personal Data, Company will attempt to redirect the agency to request the Customer Personal Data directly from the Customer. To do so, Company may provide Customer's basic contact information to the agency. If the agency agrees to be redirected to the Customer, Company will not disclose any Customer Personal Data.

7.2   If compelled to disclose or provide access to Customer Personal Data by law or a judicial, regulatory or administrative order, Company will, unless legally prohibited from doing so, promptly notify Customer so that Customer can seek out an appropriate remedy. If Company makes disclosure pursuant to a

compulsory legal requirement, it will disclose only the minimum Company Personal Data necessary to comply with such an order.

8. Customer Personal Data Breach

8.1 Company will notify Customer without undue delay upon Company becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations under Data Protection Laws.

8.2 Company will cooperate with Customer and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of such Customer Personal Data Breach, and reduce the risk of further Personal Data Breaches. The obligations herein will not apply to incidents that are caused by Customer or Customer's users.

9. Data Protection Impact Assessment and Prior Consultation

9.1 Company will provide reasonable assistance to Customer in connection with the Customer's obligations under Data Protection Laws to carry out a data protection impact assessment to the extent the Customer does not have access to relevant information and, where required by such Data Protection Laws, assist the Customer in consulting with the relevant Supervisory Authority in respect of any such data protection impact assessment.

10. Deletion or Return of Customer Personal Data

10.1 Upon termination of the Agreement, Company will promptly delete or, if requested by Customer, return Customer Personal Data unless prohibited by applicable laws. Until Customer Personal Data is deleted or returned, Company will continue to comply with this Addendum. Notwithstanding the foregoing, electronic copies of Customer Personal Data stored in computer system backups that cannot reasonably be isolated for deletion from the backup and that are retrievable only by using special tools need not be destroyed provided that access to the system backup is restricted and the Customer Personal Data is held in confidence.

10.2 Company may also delete or return Customer Personal Data, upon the request of the Customer, during the term of service.

11. Audit Rights

11.1 Customer agrees that Company's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Company's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Company will make such reports available to Customer upon request subject to appropriate confidentiality and non-disclosure provisions.

11.2 To the extent Customer's audit rights under Data Protection Laws cannot be reasonably satisfied through the report(s) specified in Section 11.1, Company will respond to Customer's additional audit instructions. Audits or assessments by Customer are subject to the following terms: (i) the audit or assessment will be pre-scheduled in writing with Company, at least thirty (30) days in advance and will be performed not more than once a year (except for an audit following a Personal Data Breach); (ii) the auditor will execute a non-disclosure and non-competition undertaking toward Company; (iii) if the audit is to be conducted by a third party, the third party will be a mutually agreed upon specialist and not a competitor of Company; (iv) the auditor will not have access to non-Customer Personal Data; (v) Customer will make sure that the audit or assessment will not interfere with or damage Company's business activities and information and network systems; (vi) Customer will bear all costs and assume responsibility and liability for the

audit/assessment; (vii) Customer will receive only the auditor's report, without any Company 'raw data' materials, will keep the audit/assessment results in strict confidence and will use them solely for the specific purposes of the audit under this section; (viii) Customer will promptly provide Company with any findings regarding non-compliance discovered during an audit or assessment; and (ix) as soon as the purpose of the audit/assessment is completed, Customer will permanently dispose of the audit report.

12. Restricted Transfers

12.1 The Parties agree that when the transfer of Customer Personal Data from Customer to Company is a Restricted Transfer:

12.1.1 In relation to Customer Personal Data that is subject to the EU GDPR, the EU SCCs will apply between Customer and the Company completed as follows: (a) the appropriate Module will be selected based on data processing roles described in section 2.1 (Module 2 or 3); (b) in Clause 7, the optional docking clause will apply; (c) in Clause 9, Option 2 will apply, and the time period for prior notice of sub-processor changes will be as set out in Section 5 of this Addendum; (d) in Clause 11, the optional language will not apply; (e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law of the EU Member State in which the Customer as data exporter is established; (f) in Clause 18(b), disputes will be resolved before the courts of the member state where the data exporter is established; (h) Annex 1 of the EU SCCs will be deemed completed with the information set out in Annex 1 of this Addendum; (i) references to the "competent supervisory authority" will be replaced with references to the "the Supervisory Authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer"; and (j) Annex 2 of the EU SCCs will be deemed completed with the information set out in the Addendum.

12.1.2 in relation to Customer Personal Data that is subject to the UK GDPR, the EU SCCs and UK Addendum will apply between Customer and the Company completed as follows: (a) the EU SCCs, completed as set out above in section 12.1.1 of this Addendum, will apply between Customer and the Company, and will be deemed amended as specified by the UK Addendum (completed as specified in sub-Section (b) of this Section 12.1.2); and (b) tables 1 to 3 of the UK Addendum will be deemed completed with relevant information from the EU SCCs, completed as set out in Section 12.1.1, the options "Exporter" and "Importer" will be deemed checked in table 4, and the start date of the UK Addendum (as set out in table 1) will be the date upon which this Addendum takes effect.

12.1.3 in relation to Customer Personal Data that is subject to Switzerland's FADP, the EU SCCs will apply between Customer and the Company with the following modifications: (a) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss FADP; (b) references to specific Articles of "Regulation (EU) 2016/679" will be replaced with the equivalent article or section of the Swiss FADP; (c) references to "EU", "Union", "Member State" and "Member State law" will be replaced with references to "Switzerland" or "Swiss law" (as applicable); (d) the term "member state" will not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland); (e) Clause 13(a) and Part C of Annex 1 are not used and the "competent supervisory authority" is the Swiss Federal Data Protection and Information Commissioner; (f) references to the "competent supervisory authority" and "competent courts" will be replaced with references to the "Swiss Federal Data Protection and Information Commissioner" and "applicable courts of Switzerland"; and (g) in Clause 17, the EU SCCs will be governed by the laws of Switzerland.

12.1.4 In relation to Customer Personal Data that is subject to the data protection law of a country that is a Member Country of the Ibero-America Data Protection Network and whose

competent supervisory authority has adopted the Ibero-America DPN Model Contractual Clauses (MCCs) as a valid mechanism by which data exporters may comply with their legal international personal data transfer obligations, the MCCs will apply between Customer and the Company with the following modifications: (a) in Clause 8 (Redress), the optional language will not apply; (b) in Clause 10(a) (Supervision), the Competent Supervisory Authority is the Member Country in which the Company as data exporter is established; (c) in Clause 13 (Governing Law), the Model Clauses will be governed by the law of the Member Country in which the Company as data exporter is established; (d) Annex B of the MCCs will be deemed completed with the information set out in Annex 1 of this Addendum; and (e) Annex C of the MCCs will be deemed completed with the information set out in the Agreement.

12.1.5   in relation to Customer Personal Data that is subject to any other Data Protection Laws, the Parties will work in good faith to implement an approved cross border data transfer mechanism.

12.2   Company will not make a Restricted Transfer of Customer Personal Data to a Subprocessor in the course of performing the Services unless it has done all such acts as things as are necessary to ensure the Restricted Transfer is made in compliance with Data Protection Laws (including by implementing Standard Contractual Clauses with the Subprocessor where necessary).

12.3   If any provision of this Addendum or the Agreement contradicts, directly or indirectly, any of the cross border data transfer mechanisms referred to in this section 12, the latter will prevail.

13.   General Terms

13.1   In the event of inconsistencies between the provisions of this Addendum and the Agreement or any other agreements between the parties, the provisions of this Addendum will prevail to the extent of any conflict.

13.2   The parties agree that this Addendum will be subject to the disclaimers, warranties or limitations on liability set forth in the Agreement. In no event will either party's liability for a breach of this Addendum exceed the liability cap set out in the Agreement. Neither party limits or excludes any liability that cannot be limited or excluded under applicable law (including Data Protection Laws).

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Customer Personal Data.

A. List of Parties

Data Controller / Data Exporter (if applicable): Customer (as defined in the Agreement and this Addendum)

Name: As specified in the Agreement
Address: As specified in the Agreement
Contact person's name, position and contact details: As specified in the Agreement
Activities relevant to the data transferred: Company provides the Services to Customer in accordance with the Agreement
Signature and date: The Parties agree that execution of the Agreement will constitute execution of this Annex by both Parties.

Data Processor / Data Importer (if applicable): Company (as defined in the Agreement and Addendum)

Name: As specified in the Agreement
Address: As specified in the Agreement
Contact person's name, position and contact details: As specified in the Agreement
Signature and date: The Parties agree that execution of the Agreement will constitute execution of this Annex by both Parties

B. Description of Processing and/or Transfers

The categories of Data Subjects whose Personal Data is Processed and/or transferred

Customer may submit Personal Data to Company, the extent of which is determined and controlled by the Agreement, which includes the following categories of Data Subjects:

- Employees of Customer
- Independent contractors of Customer
- Customers and/or prospective customers of customer
- Business partners and vendors of customers
- Any additional categories of Data Subjects that Company receives from Customer not contemplated in this Annex but is related to the Services pursuant to the Agreement.

The categories of Customer Personal Data to be Processed and/or transferred

Customer may submit Personal Data to Company, the extent of which is determined and controlled by the Agreement, which may include the following categories of Personal Data:

- First name, last name, email address, phone number, address
- Job title/designation
- Location if applicable
- User Login, IP addresses (server logs)

- Any additional types of Personal Data that Company receives from Customer not contemplated in this Annex, but is related to the Services pursuant to the Agreement.

Sensitive Personal Data to be Processed and/or transferred

Customer may choose to submit sensitive Personal Data to Company, the extent of which is determined and controlled by the Agreement.

The frequency of the Processing and/or transfers

Continuous throughout the duration of the Agreement.

The nature of the Processing and/or transfers

Company will Process Personal Data as necessary to perform the Services pursuant to the Agreement and this Addendum.

The purpose of the Processing and/or transfers

Company will Process Personal Data for the purpose of performing the Services pursuant to the Agreement and this Addendum.

The period for which the Personal Data will be retained or, if that is not possible, the criteria used to determine that period

Company will Process Personal Data for the duration of the Services pursuant to the Agreement and this Addendum (including Section 10), and as may otherwise be necessary for compliance with applicable law.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement.