Data Processing Addendum

This Data Processing Agreement ("DPA") is hereby incorporated into, and forms an integral part of, the Agreement executed between SSI and the Customer defined therein. This DPA reflects each Party's understanding and obligations with regard to the Processing of Personal Data and such obligations shall only apply to the extent required by an applicable Data Protection Law. In the event of a conflict between this DPA and the Agreement, the terms and conditions set forth in this DPA shall supersede and control with respect to such conflict.

1.   Definitions

For the purposes of this DPA, the following definitions shall apply. Any capitalized term that is used in this DPA and is not defined herein, shall have the same meaning as ascribed in the Agreement.

1.1   "**Consent**" means any freely given, specific, informed, and unambiguous indication of the Data Subject's agreement to the Processing of Personal Data relating to him or her.

1.2   "**Controller**" means Customer.

1.3   "**Data Protection Law**" means the General Data Protection Regulation (European Union ("EU") 2016/679), or any EU Member State law implementing the same, the Data Protection Act 2018 (United Kingdom), and the California Consumer Privacy Act of 2018, as amended (United States).

1.4   "**Personal Data**" means any information, in any form or format, that (i) Controller provides Processor for Processing, (ii) can be used to distinguish or trace an individual's identity ("**Data Subject**"), either alone or when combined with other information, and (iii) is subject to, or otherwise afforded protection under, an applicable Data Protection Law.

1.5   "**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, 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.

1.6   "**Processor**" means SSI.

1.7   "**Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in the custody or control of the Processor.

1.8   "**Special Categories of Data**" means any information related to a Data Subject's race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetics, biometrics (when used for identification purposes), health, sex life, or sexual orientation, or (ii) related to a Data Subject, which if compromised, could reasonably cause or otherwise result in identity theft or harm to the Data Subject (e.g., social security numbers, driver's license number).

1.9   "**Sub-Processor**" means any third-party engaged by the Processor to receive from the Processor any Personal Data exclusively intended for Processing activities to be carried out on behalf of the Controller after the transfer in accordance with the Agreement and/or this DPA.

2.   The Nature and Scope of Processing

2.1   The subject matter and type of Personal Data, and the nature and purpose of Processing of Personal Data, is specified in the Agreement and when necessary supplemented in Exhibit A to this DPA. In the event Customer uses the Services to send, disseminate, or post content, Customer hereby represents, warrants, or otherwise agrees that (i) Customer is solely responsible for the nature, scope, accuracy, quality, integrity, legality, reliability and appropriateness of the content, (ii) Customer owns or has secured all rights and interest in and to the content, and (iii) Customer will full reimburse SSI for any claims, damages, or losses arising from, or related to, Customer's content.

3.   Documented Instructions

3.1   The Processor shall only Process Personal Data in accordance with the documented instructions provided by Controller, unless otherwise required by law. In the event Processor is compelled by law to Process any Personal Data beyond, or in contrast to, the instructions provided by Controller, Processor shall notify Controller of the same prior to such Processing, unless such notification is expressly prohibited by law.

3.2   Controller represents to Processor that its documented instructions for the Processing of Personal Data shall not infringe upon any right or privilege afforded to a Data Subject, or otherwise violate any Data Protection Law. For the avoidance of doubt, the Agreement and this DPA are considered documented instructions of Controller.

4. Data Controller Activities and Responsibilities

4.1 Controller represents and warrants to Processor that Controller has the legal authority to provide Processor with any and all Personal Data described herein, and to the extent required by law Controller has provided any applicable Data Subject with notice of the Processing described herein, and has obtained the Consent from all applicable Data Subjects concerning such Processing of their Personal Data. Controller hereby agrees to promptly, and without delay, respond to any communication or correspondence from a Data Subject, or a third-party acting on the Data Subject's behalf, regarding the exercise of a data privacy right set forth in an applicable Data Protection Law.

4.2 Controller shall implement commercially reasonable technical and organizational security measures to protect Personal Data from accidental, unlawful, or unauthorized destruction, loss, alteration, disclosure, or access, and shall only communicate or transmit Personal Data to Processor in a secure and safe manner. Controller is solely responsible for determining that the security measures maintained and implemented by Processor satisfies Controller's security requirements.

4.3 Within ten (10) business days upon termination of the Agreement and/or after completion of all necessary Processing, Controller shall inform Processor whether to return or destroy Personal Data.

5. Data Processor Activities and Responsibilities

5.1 Processor agrees to maintain confidentiality of all Personal Data, and ensure that individuals who are authorized to Process Personal Data have committed themselves to confidentiality.

5.2 Processor shall, upon written request by Controller, provide Controller (in a reasonable time period) access to Personal Data to enable Controller to comply with its legal obligations with regard to Data Subjects exercising their rights under applicable Data Protection Laws. At the request of Controller and in a reasonable time period after receiving the same, Processor shall amend, correct, delete, cease using, or restrict the use of Personal Data. Processor shall refer any correspondence it receives from a Data Subject seeking to invoke his/her rights under a Data Protection Law to Controller and Controller shall be solely responsible for all communication with, and to, the Data Subject about the same.

5.3 Processor shall, to the extent commercially reasonable under the circumstances, assist Controller in relation to any privacy impact assessment or consultations with any regulatory or governmental authority concerning the Processing of Personal Data within the scope of the Agreement and/or this DPA.

5.4 Processor shall implement commercially reasonable technical and organizational security measures in order to prevent, detect, and respond to a Security Breach. Processor shall notify Controller, promptly and without undue delay, of any Security Breach, and provide commercially reasonable assistance with regard to any investigation into the same by Controller. Notwithstanding the foregoing, Controller shall, after coordination and consultation with Processor, be solely responsible for notifying any regulatory or governmental authority, Data Subject, or any other individual of the Security Breach.

5.5 After completing all necessary Processing, at the choice of Controller, Processor shall either return all Personal Data and the copies thereof to the Controller, or destroy, and certify the destruction of, all Personal Data, unless otherwise prohibited or so permitted by law.

5.6 Processor shall, on a periodic basis, audit the adequacy of its security measures used to Process Personal Data in accordance with industry standards or such alternative standards that are substantially equivalent. The audit described herein may be performed by Processor or a third-party at Processor's selection. The production of any type of report or assessment based on the audit described herein ("Audit Report") shall be considered Processor's confidential information and shall be exempt from any type of external disclosure, unless otherwise provided for herein or required by law. Processor shall undertake good faith efforts to allow for and contribute to audits (including inspections) undertaken by Controller by providing Audit Report(s) or another confidential summary of its security measures so that Controller can reasonably verify Processor's compliance with its obligations herein.

6. Sub-Processors

6.1 Controller acknowledges and agrees that in order to satisfy the terms and conditions of the Agreement and/or this DPA, Processor may contract with a Sub-Processor to undertake Processing on its behalf, and Processor may continue to engage with any existing Sub-Processor set forth in Exhibit B, which may be amended from time to time. The parties further agree that Processor may amend or change its use of Sub-Processors and shall provide Controller notice of the same by updating Exhibit B and Controller is solely responsible for monitoring the status of Exhibit B. In the event Customer objects to the addition of a new Sub-Processor, and that objection is not unreasonable and provided to Processor within ten (10) business days of the change/amendment to Exhibit B, Processor will use reasonable efforts to change the Services it is rendering or recommend a

commercially-reasonable change to Controllers' configuration or use of the Services so rendered to avoid Processing of Personal Data by the objected-to Sub-Processor. If Processor is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Controller may terminate Agreement with respect only to those aspects of the Service which cannot be provided by Processor without the use of the objected-to Sub-Processor by providing written notice to Processor. Processor shall remain liable to Controller and any applicable Data Subject for any breach of the Agreement or this DPA caused by a Sub-Processor as if the breach were caused by Processor.

7. Transfer of Personal Data to Third Countries

7.1   Controller acknowledges that Processor is an organization with offices and locations in the United States, and that it may rely upon Sub-Processors located throughout the world. Controller hereby agrees that Personal Data may be transferred from the European Economic Area, Switzerland, and the United Kingdom to the United States and other country in which a Sub-Processor is located, and in such circumstances, the parties shall adhere to the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries, approved by the European Commission Decision of February 5, 2010 ("SCCs"), or comply with another lawful data transfer mechanism or program. In the event the parties are subject to the SCCs, each Party acknowledges and agrees that (i) its obligations related to engaging with "Sub-Processors" and notification of the same, as required by the SCCs, has been satisfied pursuant to this DPA, (ii) the nature, scope, and duration of Processing as set forth in the Agreement and this DPA is incorporated into Appendix 1 of the SCCs, and (iii) Appendix 2 of the SCCs shall include, at a minimum, the data security measures set forth in this DPA.

* * * * * * * * * *

Exhibit A
Data Processing Description

Controller
- The Controller is a customer of the Processor, which it has engaged to provide certain data storage and software services in accordance with the Agreement. In the course of receiving these services and related support, the Controller and its Authorized Users will transfer information, including Personal Data, to the Processor.

Processor
- The Processor's Processing activities are defined in the Agreement, and include the collection of Personal Data, which may or may not be in bulk format, from the Controller and providing an online platform for Processing. Any modifications to the information and Personal Data are undertaken at the direction of the Controller. Processor does not modify or Process such information or Personal Data without direction of Controller.

Data Subjects
- The Data Subjects are Controller's customers and Authorized Users.

Categories of Personal Data (including Special Categories of Data)
- The categories of Personal Data may involve any and all categories of Personal Data defined in applicable Data Protection law, and include the following: (i) given names, (ii) postal addresses, (iii) telephone numbers, (iv) email address, (v) social security number, (vi) credit application data, (vii) payment card data, and (vii) historic commercial transactions and behaviors.

Processing Operations
- The Processor will Process the Personal Data in order to provide the contracted services, as defined in the Agreement and the DPA, to the Controller. In particular, Process will transfer Personal Data to third party lenders or lending platforms.

* * * * * * * * * *

Exhibit B
List of Sub-Processors

Name	Location	Purpose
Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 (www.microsoft.com)	United States	Microsoft Azure provides the primary infrastructure used by the Processor to host the Services.