

Data Processing Terms Amendment

This Data Processing Terms Amendment ("Amendment") forms a part of the agreement for Official Contractor Services between Global Experience Specialists, Inc. ("GES") and the Client as identified at the bottom of this Amendment (collectively, the "Agreement"). By signing below, Client enters into this Amendment with respect to Personal Data that GES processes for which Client is the Controller.

In accordance with EU General Data Protection Regulation 2016/679 ("GDPR") as transposed into domestic legislation of each EU Member State, and as amended, replaced or superseded from time to time, (collectively, "EU Data Protection Laws"), the Parties agree as follows:

1. **Definitions.** The terms "Controller", "Data Subject", "Personal Data", "processing", "Processor", "Subprocessor", and "Supervisory Authority" shall have the same meaning as in the Regulation. "Client Personal Data" means Personal Data that Client provides to GES in connection with the Agreement.

2. **Privacy Shield.** GES is certified under the EU-U.S. Privacy Shield and shall provide at least the same level of privacy protection for Client Personal Data as is required by the Privacy Shield principles.

3. **Processing Details.** Client authorizes GES to process Client Personal Data strictly in accordance with the following details:

Subject matter and duration of the Processing of Client Personal Data: Client will provide GES with a list of contact information (commonly referred to as the "Exhibitor List") for each Show. GES will use the Exhibitor List only for the Show for which it was provided. Client Personal Data does not include transactions that GES may enter into with exhibitors.

The nature and purpose of the Processing of Client Personal Data: GES will process Client Personal Data as necessary to perform services pursuant to the Agreement. Purposes include contacting exhibitors by telephone, email and/or facsimile for purposes of providing current Show information (such as target dates and discount deadlines) and offering GES service, and any other purpose authorized by Client.

The types of Client Personal Data to be Processed: Contact information such as name, title, email address, mailing address, country, phone numbers, and facsimile number.

The categories of Data Subjects to whom the Client Personal Data relates: Exhibitors, sponsors, and other participants planning to attend the Show that require services offered by GES.

The obligations and rights of Client: The obligations and rights of Client are set out in the Agreement. Client agrees to comply with applicable EU Data Protection Laws in performance of this Agreement.

4. **Processing Limited.**

A. Client authorizes GES to: (i) process Client Personal Data only as necessary for the purposes described in Section 3 of this Amendment; (ii) transfer Client Personal Data to third parties only as permitted by Sections 3 or 6 of this Amendment; (iii) transfer Client Personal Data to countries outside of the country from which it was collected including, without limitation, to the United States, provided cross-border transfers must comply with the GDPR and other applicable privacy laws. GES shall inform Client if any instruction provided by Client infringes upon any EU Data Protection Law.

B. Notwithstanding Section 4A above, GES may process Client Personal Data as required by EU, Member State or other applicable law. GES shall inform Client of that legal requirement before processing unless the law prohibits such communication.

5. **Controls and Safeguards.** GES has implemented and maintains appropriate technical, organizational, and physical controls and other safeguards (including measures required by GDPR Article 32) as reasonably necessary to maintain ensure a level of security that is appropriate to the nature of Client Personal Data and the particular risks associated with the processing. GES shall take reasonable steps to: (i) limit access to individuals who need to know as necessary for a legitimate purpose and require all such individuals to be subject to a duty of confidence; and (ii) provide recurring awareness training to its employees on relevant privacy topics.

6. **Subprocessors.** Client authorizes GES to appoint Subprocessors in accordance with the Agreement and this Section 6. Unless previously authorized by Client, GES shall give Client prior written notice of the appointment of any new or replacement Subprocessor including details of the subprocessing. If, within ten (10) business days of receipt of that notice from GES, Client notifies GES of an objection to the appointment, GES shall not complete the appointment until demonstrating in writing that the

appointment complies with the requirements of this Agreement (including this Amendment) and the Subprocessor is qualified to provide such services. GES will in compliance with EU Data Protection Laws will: (i) conduct due diligence to verify that each Subprocessor maintains an adequate level of protection for Client Personal Data including, without limitation, any cross-border transfers; and (ii) enter into written data processing agreements with Subprocessors that impose on the Subprocessor substantially the same data protection protections as provided by this Amendment.

7. Data Subject Requests. GES will assist Client in responding to requests from Data Subjects pursuant to Data subject rights under EU Data Protection Laws and has implemented appropriate technical and organizational measures to support such requirements. All such requests should be forwarded to GES using the contact information published in GES's privacy policy. GES shall promptly notify Client if it receives a request from a Data Subject. GES will respond to requests received directly from Data Subjects only on the documented instructions of Client, or as required by applicable laws after informing Client of the request unless GES is prohibited from doing so.

8. Cooperation. GES shall: (i) assist Client in meeting its GDPR obligations in relation to the security of processing and data protection impact assessments; (ii) make available to Client information necessary to demonstrate each party's compliance with GDPR Article 28; and (iii) allow for and contribute to reasonable audits or inspections (collectively, "Audits") conducted by Client, its qualified auditor, or any Supervisory Authority as required by the EU Data Protection Laws. Client shall give GES notice of its intent to conduct or have its auditor conduct an Audit. Audits will be conducted pursuant to an agenda provided to GES in advance of the Audit in a manner to reasonably minimize disruption to GES's operations.

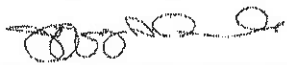
9. Data Breach. GES shall notify Client without undue delay upon becoming aware of a data breach involving Client Personal Data, but in no event less than seventy-two (72) hours after discovery of the breach. GES will provide Client with sufficient information for Client to meet any obligations to report or inform Data Subjects of the data breach under the EU Data Protection Laws. GES will take reasonable commercial steps and cooperate with Client in the investigation, mitigation and remediation of each such data breach.

10. Return of Client Personal Data and Destruction. GES will return to Client a complete copy of the Client Personal Data within thirty (30) days of a request received by GES prior to its destruction. With a reasonable period following completion of the services related to the relevant processing, GES shall destroy copies of the Client Personal Data; provided, GES may retain Client Personal Data GES to the extent required to comply with EU Member State or other applicable laws. GES shall continue to protect any such Client Personal Data retained in accordance with the security requirements of this Amendment and process it only for purposes specified by such laws. Upon Client's request, GES shall provide written certification that it has fully complied with this Section 10 upon completion of the Agreement.

11. Miscellaneous. The parties agree to comply with EU Data Protection Laws, and the obligations stated in this Amendment are in addition to such commitments. The parties will from time to time discuss in good faith proposals to revise this Amendment and execute amendments when advisable to maintain compliance with EU Data Protection Laws. Nothing within this Agreement is intended to relieve GES, as processor, of its own direct responsibilities and liabilities under the GDPR. In the event of any inconsistency between this Amendment and the GDPR with respect to a subject addressed by this Amendment, then the provision in this Amendment shall be interpreted in a manner to comply with the GDPR.

12. Legally Binding Upon Receipt. This Amendment has been pre-signed by GES. This Amendment shall only become legally binding between GES and Client once Client has completed and signed the Amendment and a copy is received by GES at gdpr-dpa@ges.com.

Global Experience Specialists, Inc.



Signature

Jeff Quade

Name

Chief Sales Officer

Title

May 15, 2018

Date

Client Legal Name: _____

Signature

Print Name

Title

Date