

GDPR Data Processing Terms Amendment July 18, 2018

This GDPR 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"). GES and Client are referred to herein individually as a "Party" and collectively as the "Parties."

In accordance with EU General Data Protection Regulation 2016/679 ("GDPR") together with any applicable corresponding, related or equivalent national data protection and privacy laws or regulations of EU Member States (including the UK before and after Brexit), as amended, replaced or superseded from time to time (collectively, "EU Data Protection Laws"), the Parties agree as follows: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", "Personal Data Breach", "Processing", "Processor", "Sensitive Data", and "Supervisory Authority" shall have the same meaning as in the GDPR. "Client Personal Data" means Personal Data that Client provides to GES in connection with the Agreement, as further described in Section 3 of this Amendment.

2. Privacy Shield. GES is certified under the EU-US 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. The duration of the Processing is the term of the Agreement.

The nature and purpose of the Processing of Client Personal Data: GES will process Client Personal Data in the course of performing services pursuant to the Agreement. Purposes include contacting individuals by telephone, email and/or facsimile to provide current Show information (such as target dates and discount deadlines) and offer GES' services, and any other purpose authorized in writing by Client. If GES is authorized to provide international logistics services for a Show, then GES may disclose relevant portions of the Exhibitor List to its network of preferred international logistics providers for the purpose of offering logistics services to EU exhibitors.

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. No Sensitive Data will be Processed.

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 this Amendment and the Agreement. Client will 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 this Amendment; and (ii) transfer Client Personal Data to third parties only as permitted by Section 3 or Section 6 of this Amendment. GES will not transfer Client Personal Data to any country other than the EU except to a country or international organization that provides an adequate level of data protection as required by GDPR. GES shall inform Client if it believes any instruction provided by Client infringes upon an EU Data Protection Law.

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

C. Client Personal Data does not include transactions that GES enters into directly with exhibitors.

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 a level of security that is appropriate to the nature of Client Personal Data and the particular risks associated with the Processing. GES shall: (i) limit access to individuals who have a need to know for a legitimate purpose; (ii) require all individuals with access to be subject to an obligation of confidentiality; and (iii) provide recurring awareness training to its employees on relevant privacy topics.

6. Subprocessors. Client authorizes GES to use Processors already engaged by GES prior to the date of this Amendment. GES shall give Client notice prior to the appointment of any new or replacement Processors including details of the Processing. If Client objects in writing to an appointment within ten (10) days of receipt of notice, then GES shall not complete the appointment pending Client's approval. For each Processor, GES will: (i) verify that the Processor has implemented appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR and protect the rights of Data Subjects; and (ii) enter into a data processing agreement that imposes 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 EU Data Protection Laws, and has implemented appropriate technical and organizational measures to support such requirements. All requests for assistance should be forwarded to GES using the contact information published in GES' privacy policy available at <https://www.ges.com/>. GES shall promptly inform Client in writing 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 audits or inspections conducted by Client, its qualified auditor, or any Supervisory Authority as required by the EU Data Protection Laws. Client shall give GES written notice of its intent to conduct or have its auditor conduct an audit or inspection. Audits and inspections will be scheduled and conducted in a manner to reasonably minimize disruption to GES' operations.

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

10. Return of Client Personal Data and Destruction. At the completion of the services related to the Processing, GES will return Client Personal Data to Client to a location specified by Client. GES will destroy all copies within sixty (60) days thereafter. Notwithstanding the forgoing, GES may retain Client Personal Data GES to the extent required to comply with EU Member State or other applicable law. Client Personal Data retained shall continue to be protected in accordance with the security, confidentiality, and requirements of this Amendment.

11. Miscellaneous. The rights and obligations of the Parties stated in this Amendment are in addition to the requirements of EU Data Protection Laws. Nothing within this Agreement is intended to relieve either Party 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](mailto:gopr-dpa@ges.com).

Global Experience Specialists, Inc.



Signature

Jeff Quade
Chief Sales Officer

Client: _____

Signature

Print Name

Title

Date