This data processing addendum, including Exhibit A (collectively, the "**Addendum**"), supplements and forms a part of the written or electronic agreement (the "**Agreement**") between PrintingForLess.com, Inc. ("PFL") and the undersigned partner of PFL ("Company").

This Addendum is agreed to and executed by authorized representatives of the parties.

PFL	COMPANY:
Signature: *Casey Bartz*	Signature:
Printed Name: Casey Bartz	Printed Name:
Title: CTO	Title:
Principal Place of Business: 100 PFL Way Livingston, MT 59047	Principal Place of Business:
Name & Email Data Protection Officer or Representative: Casey Bartz, Chief Technology Officer cbartz@pfl.com	Name & Email Data Protection Officer or Representative:
Date:	Date:
Notices to PFL: PFL ATTN: Legal 100 PFL Way Livingston, MT 59047 With email copy to: Accounting@pfl.com	Notices to PFL: With email copy to:

How this Addendum applies

This Addendum is to ensure the protection and security of data which is shared with Company or accessed by Company for processing or sub-processing on PFL's behalf.

Data protection laws worldwide, including the GDPR (as defined below), place certain obligations upon a data controller to ensure that any data processor it engages provides sufficient guarantees to ensure that the processing of the personal data carried out on its behalf is secure. A data processor must then ensure that any sub-processor it engages respects the same obligations that are on the data processor.
This Addendum exists to ensure that there are sufficient security guarantees in place and that the processing conducted by Company, as processor or sub-processor, on behalf of PFL, complies with obligations equivalent to those in the GDPR and those obligations that PFL has agreed to with other parties.

How to execute this Addendum

This Addendum has been pre-signed on behalf of PFL. The Standard Contractual Clauses in Exhibit A have been pre-signed by PFL as the data exporter.

Please, sign and return a copy of this Addendum as follows:
1. Complete the information on page 1 and sign accordingly.
2. Send the completed and signed Addendum to PFL to compliance@pfl.com

[Data Processing Addendum continues on next page.]

1. **Purpose**. Article 28(1) of the European Union General Data Protection Regulation ("**GDPR**") requires an agreement between a controller and processor, and between a processor and subprocessor, that processing be conducted in accordance with technical and organizational measures that meet the requirements of the GDPR and ensure the protection of the rights of data subjects. The Addendum is intended to satisfy that requirement for the parties. The Agreement and the Addendum (including terms and conditions incorporated by reference in either the Agreement or the Addendum), along with PFL's use and configuration of features in any online service provided by Company, are PFL's complete and final instructions to Company for the processing of Personal Data.

2. **Applicability**. The Addendum applies to the processing of Personal Data, within the scope of the GDPR, by Company on behalf of PFL. The Addendum does not limit or reduce any data protection commitments Company makes to PFL in any other agreement between Company and PFL.

3. **Defined Terms**. Terms used but not defined in the Addendum, such as "personal data breach", "processing", "controller", "processor" and "data subject", will have the same meaning as set forth in Article 4 of the GDPR. In addition, the following definitions are used in the Addendum:
    a. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing 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.
    b. "**Service**" means any service to be performed by Company under the Agreement.
    c. "**Standard Contractual Clauses**" means the model clauses for the transfer of personal data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission's Decision 2010/87/EU of 5 February 2010 and at http://eur-lex.europa.eu/legal- content/en/TXT/?uri=CELEX%3A32010D0087.

4. **Data Processing Description**. Exhibit A to this Addendum describes the data exporter, data importer, data subjects, data categories, special data categories (if appropriate), the processing operations and the technical and organizational measures implemented by Company to protect the Personal Data. The Agreement describes the subject matter of the processing of Personal Data, the duration of data processing, the nature and purpose of the processing, and the obligation and rights of PFL.

5. **GDPR Contractual Terms**. This Section 6 reproduces, with minor edits for clarity, the relevant contractual terms required of processors and controllers by Articles 28, 32 and 33 of the GDPR.
    a. Company shall not engage another processor without prior specific or general written authorization of PFL. In the case of general written authorization, Company shall inform PFL of any intended changes concerning the addition or replacement of other processors, thereby giving PFL the opportunity to object to such changes. [Article 28(2)]
    b. Section 6 shall govern processing by Company under European Union or Member State law and is binding on Company with regard to PFL. In particular, Company shall:
        i. Process the Personal Data only on documented instructions from PFL, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Company is subject; in such a case, Company shall inform PFL of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

[Data Processing Addendum continues on next page.]

ii. Ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

iii. Take all measures required pursuant to Article 32 of the GDPR.

iv. Respect the conditions referred to in Section 6.a and Section 6.b for engaging another processor.

v. Taking into account the nature of the processing, assist PFL by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the PFL's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

vi. Assist PFL in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Company.

vii. Company shall, at the choice of PFL, delete or return all the Personal Data to PFL after the end of the provision of services relating to processing, and delete existing copies unless European Union or Member State law requires storage of the Personal Data.

viii. Make available to PFL all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by PFL or another auditor mandated by PFL, and immediately inform PFL if, in its opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions. [Article 28(3)]

c. Where Company engages another processor for carrying out specific processing activities on behalf of PFL, the same data protection obligations as set out in this Addendum shall be imposed on that other processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Company shall remain fully liable to the PFL for the performance of that other processor's obligations. [Article 28(4)]

d. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, PFL and Company shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (A) the pseudonymisation and encryption of Personal Data; (B) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (C) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (D) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. [Article 32(1)]

e. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed. [Article 32(2)]

f. PFL and Company shall take steps to ensure that any natural person acting under the authority of PFL or Company who has access to Personal Data does not process them except on instructions from PFL, unless he or she is required to do so by European Union or Member State law. [Article 32(4)]

g.   Company shall notify PFL without undue delay after becoming aware of a personal data breach. [Article 33(2)] Such notice will, at a minimum, (A) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (B) communicate the name and contact details of the data protection officer or other contact where more information can be obtained; (C) describe the likely consequences of the personal data breach; and (D) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. [Article 33(3)]

6.   **International Transfers**. [Article 46]
   a.   Company will ensure that transfers of Personal Data to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR and that such transfers and safeguards are documented according to Article 30(2) of the GDPR.
   b.   All transfers of PFL Data and Support Data out of the European Economic Area and Switzerland to countries that do not ensure an adequate level of data protection within the meaning of applicable data protection laws shall be governed by one of the following transfer mechanisms, in the specified order of precedence: First, Company's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications for transfers to the United States (if any), or second, (the "Standard Contractual Clauses"). The terms of the Standard Contractual Clauses, together with Appendices 1 and 2 set out in Exhibit A to this Addendum, are incorporated in this Addendum by this reference. Execution of the Addendum by both parties includes execution of the Standard Contractual Clauses.

7.   **Modification**. PFL may modify or supplement the Addendum, with notice to Company, (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary to comply with applicable law, (iii) to implement standard contractual clauses laid down by the European Commission pursuant to the GDPR or (iv) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40, 42 and 43 of the GDPR.

[Data Processing Addendum continues on next page.]

EXHIBIT A

Appendix 1 to the Standard Contractual Clauses

This Appendix 1 forms part of the Standard Contractual Clauses and must be completed by the parties.

Data exporter:
The data exporter is PFL

Data importer:
The data importer is the Company specified in this Addendum

Data subjects:
The personal data transferred concern the following categories of data subjects (please specify):
- Employees, agents, advisors;
- customers, prospects and clients, business partners;
- suppliers and services providers; and
- users of the Services.

Categories of data:
Personal Data that is Processed as part of the Services, which may include, but is not limited to the following:
- Name
- Email address
- Title
- Address
- Contact information, telephone numbers
- Financial information
- NI number (or equivalent)
- Job title / role
- Function
- Country of work

Special categories of data (if appropriate):
The personal data transferred concern the following special categories of data (please specify):
the parties do not expect to exchange special categories of Personal Data, provided that if such Personal Data is exchanged, it shall be covered by this agreement.

Processing operations:
The personal data transferred will be subject to the following basic processing activities (please specify): collect, store, retrieve, consult, use, erase or destruct, disclose by transmission, disseminate or otherwise make available data exporter's data as necessary to provide the Services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.).

[Data Processing Addendum continues on next page.]

<u>**Appendix 2 to the Standard Contractual Clauses**</u>

This Appendix 2 forms part of the Standard Contractual Clauses and must be completed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

1. **Personnel**. Data importer's personnel will not process Customer Data without authorization. Personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

2. **Data Privacy Contact**. The data privacy representative of the data importer can be reached at the email address provided in the Addendum.

3. **Technical and Organization Measures**. The security measures, internal controls and information security routines are as described in the Agreement, which description is incorporated in this Appendix 2 by this reference.

The parties' authorized signatories have duly executed this Addendum:

DATA EXPORTER   **DATA IMPORTER**

Name: Casey Bartz   Name:

Authorized Signature: *Casey Bartz*   Authorized Signature: