

MIRA General Data Protection Regulation Policy

This MIRA General Data Protection Regulation Policy ("*Policy*") sets forth MIRA's Policy with respect to the Processing Personal Data as part of performing under those agreements that deal with Personal Data for which GRPR Regulations (the "*Data Protection Law*") are applicable. This Policy is effective as of the Implantation Date of the Regulations. This Policy consists of:

SECTION 1 Purpose

This Policy relates to MIRA's Processing of Personal Data and compliance with Data Protection Law (as defined herein).

SECTION 2 Definitions

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to *MIRA and its Customers*, relating to data security, data protection and/or privacy, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("*GDPR*"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

"Personal Data" means any information relating to an identified or identifiable natural person ("*Data Subject*"). 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.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Processing" means any operation or set of operations that is performed on 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. *"Process"* and *"Processed"* will have a corresponding meaning.

SECTION 3 GDPR Requirements

- (1) With respect to any Agreement for which the Data Protection Law is applicable, MIRA in its capacity as a Data Processor or sub processor of Personal Data under an Agreement with Customer, agrees to the following:

Process Personal Data with Agreements from Customer, 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 MIRA is subject. In the event of such transfer MIRA will inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest,

- (i) ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
 - (ii) take all measures required in accordance with good industry practice and by Data Protection Law relating to data security (including pursuant to Article 32 of the GDPR),
 - (iii) not-engage another party to Process Personal Data without prior written disclosure by MIRA,
 - (iv) taking into account the nature of the Processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of MIRA's and Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law (including Chapter III of the GDPR),
 - (v) with respect to any Agreement, MIRA will assist Customer in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other consultations, pursuant to Data Protection Law,
 - (vi) at the choice of Customer, promptly delete or return all the Personal Data to Customer after the end of the provision of Services under any Agreement relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data,
 - (vii) comply with all audit requirements of the Data Protection Law to demonstrate compliance with Data Protection Law (including the obligations laid down in Article 28 of the GDPR) and allow for and contribute to audits, including inspections, conducted by Customer or another auditor if mandated by the Data Protection Law, and
 - (viii) inform Customer, in MIRA's opinion, that an instruction infringes Data Protection Law.
- (2) The subject matter of the Processing, including the Processing operations carried out by MIRA on behalf of Customer and Customer's Processing instructions for MIRA, may be described in statement of work, Customer purchase order or a written agreement signed by the parties' authorized representatives.
- (3) MIRA will notify Customer without undue delay upon becoming aware of a Personal Data Breach.
- (4) Where in MIRA's opinion Customer faces an actual or potential claim arising out of or related to violation of any Data Protection Law (e.g., Article 82 of the GDPR) concerning

MIRA's Services, MIRA will assist in providing all materials and information requested by Customer that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

Appendix:

Form of Details of Data Processing

Categories of Personal Data:

MIRA may process the following categories of Personal Data on behalf of Customers:

- Contact information, including names and e-mail addresses

MIRA may process Personal Data on behalf of Customers for the following purposes:

- Sending e-mail notifications related to the development of content for presentations at Customer conferences pursuant to Agreement with MIRA.

Categories of Data Subjects:

The Personal Data processed by MIRA on behalf of Customer relates to Customer members and individuals who have submitted their contact information for the purpose of speaking or otherwise participating in a Customer conference.

Duration of Processing:

Unless otherwise instructed by Customer, MIRA stores Personal Data in their database for a period of _____ months before it is cataloged