

Data Processing Addendum

BLABBERMOUTH DATA PROCESSING ADDENDUM

Version 1.0 – 09.09.2026

This Data Processing Addendum ("DPA") forms part of the agreement between **Blabbermouth Limited** ("Blabbermouth") and the Client where Blabbermouth processes personal data on behalf of the Client.

It applies only to processing for which the Client acts as controller and Blabbermouth acts as processor.

1. PROCESSING DETAILS

Unless otherwise agreed in writing:

Subject matter:

Personal data processed as reasonably necessary to provide the agreed marketing Services.

Duration:

For the duration of the relevant processing under the Agreement.

Nature and purpose:

Marketing, communications, CRM administration, campaign delivery, events, reporting, analysis and related activities undertaken under the Client's instructions.

Categories of data subjects may include:

- customers;
- prospective customers;
- business contacts;
- employees;
- event attendees;
- subscribers; and
- website or campaign users.

Types of personal data may include:

- names;
- business and personal contact information;
- company and employment details;
- marketing preferences;
- CRM records;
- campaign and engagement information; and
- other personal data reasonably required for the Services.

Where materially different processing is required, the Parties will document the additional processing details in writing.

2. CLIENT RESPONSIBILITIES

2.1 The Client is responsible for determining the lawful purposes and means of the processing and for ensuring that its instructions to Blabbermouth comply with applicable data protection law.

2.2 The Client warrants that it is entitled to provide the relevant personal data to Blabbermouth and to instruct Blabbermouth to process it.

2.3 The Client will provide documented processing instructions. Written instructions may include instructions contained in the Agreement, Proposal, campaign documentation, email or another recorded written communication.

3. BLABBERMOUTH'S PROCESSOR OBLIGATIONS

Where acting as processor, Blabbermouth will:

- a. process personal data only on the Client's documented instructions unless required otherwise by applicable UK law;
- b. inform the Client where Blabbermouth considers an instruction to infringe applicable data protection law;
- c. ensure that persons authorised to process the data are subject to appropriate confidentiality obligations;
- d. implement appropriate technical and organisational measures having regard to the nature of the processing and associated risks;
- e. taking account of the nature of the processing, provide reasonable assistance to the Client in responding to requests from individuals exercising their data protection rights;
- f. provide reasonable assistance regarding security obligations, personal-data breaches and data-protection impact assessments to the extent required by applicable law and reasonably relevant to Blabbermouth's processing;
- g. notify the Client without undue delay after becoming aware of a personal-data breach affecting personal data processed by Blabbermouth on the Client's behalf;
- h. at the end of the relevant Services, at the Client's written choice, delete or return personal data processed solely on behalf of the Client unless applicable law requires its retention; and
- i. provide information reasonably necessary to demonstrate compliance with Blabbermouth's processor obligations.

4. SUB-PROCESSORS

4.1 The Client gives Blabbermouth general written authorisation to use sub-processors reasonably required to deliver the Services.

4.2 Blabbermouth will ensure that each relevant sub-processor is subject to written data-protection obligations providing an appropriate level of protection for the relevant personal data.

4.3 Where required by applicable law, Blabbermouth will inform the Client of intended material additions or replacements of sub-processors, giving the Client a reasonable opportunity to raise a legitimate data-protection objection.

4.4 Blabbermouth remains responsible to the Client for performance of the applicable processor obligations of its sub-processors as required by law.

5. INTERNATIONAL TRANSFERS

Blabbermouth will not knowingly transfer personal data processed on the Client's behalf outside the United Kingdom except where the transfer is permitted under applicable UK data protection law and any required transfer mechanism or safeguard is in place.

6. SECURITY

Blabbermouth will maintain technical and organisational measures appropriate to:

- a. the nature and scope of the processing;
- b. the sensitivity of the personal data;
- c. the reasonably foreseeable risks to individuals; and
- d. the state of the art and reasonable cost of implementation.

The Client acknowledges that appropriate security measures may develop over time and Blabbermouth may update them provided that the overall level of protection is not materially reduced.

7. AUDITS AND INFORMATION

7.1 Blabbermouth will make available information reasonably necessary to demonstrate compliance with its obligations under this DPA.

7.2 Where reasonably required by applicable data protection law, Blabbermouth will permit and contribute to an audit or inspection by the Client or its appointed independent auditor.

7.3 Except following a material personal-data breach or where otherwise required by law:

- a. the Client will give reasonable advance notice;
- b. audits will take place during normal business hours;
- c. the audit will not unreasonably disrupt Blabbermouth's business or compromise the confidentiality or security of other clients;
- d. the auditor must be subject to appropriate confidentiality obligations; and

e. the Parties will seek to satisfy audit requirements through existing reports, information and documentation before requiring an on-site inspection.

8. RETURN AND DELETION

Following termination of the relevant processing, Blabbermouth will, at the Client's written request and subject to applicable law:

- a. return relevant Client personal data; or
- b. delete relevant Client personal data,

except for information which Blabbermouth is required or lawfully entitled to retain.

9. CONFLICT

If there is a conflict between this DPA and the Standard Terms concerning Blabbermouth's processing of personal data as processor, this DPA takes precedence solely in relation to that processing.

All other provisions of the Agreement remain in effect.