

## Australian Privacy Law Addendum

This Australian Privacy Law Addendum (the “**Addendum**”) is incorporated into the DPA. If there is any conflict between this Addendum and the DPA, this Addendum will prevail. Any capitalized term used but not defined in this Addendum will have the meaning given to it in the Agreement, the DPA or under applicable Australia Privacy Laws.

This Addendum is effective solely to the extent Australian Privacy Law (as defined below) applies to Customer’s use of the Services.

### 1 DEFINITIONS

“**Australian Privacy Law**” means the Australian *Privacy Act 1988* (Cth) (“**Australia Privacy Act**”), including the Australian Privacy Principles (“**APPs**”) set out in Schedule 1 of the Australian Privacy Act.

The definitions in the DPA of: “data subject” includes “individual”; “Personal Data” includes “Personal Information”; “process” includes “use” and “disclosure”; “Supervisory Authority” includes the Office of the Australian Information Commissioner, in each case as defined under Australian Privacy Law.

**2 COMPLIANCE WITH APPS BY STAFFBASE.** Where Customer discloses any Personal Data protected by the Australia Privacy Act to Staffbase, Staffbase shall not carry out any act or omission which would breach the APPs.

**3 COMPLIANCE WITH APPS BY CUSTOMER.** Customer warrants that: **(i)** disclosure of Personal Data by Customer to Staffbase; **(ii)** collection of Personal Data by Staffbase; **(iii)** use and disclosure of Personal Data by Staffbase for the purposes described in Section 4 of this Addendum; and **(iv)** collection, use and disclosure of Personal Data by Sub-Processors appointed in accordance with the DPA, will not constitute a breach of the APPs. Without limiting the foregoing, Customer warrants that, where Personal Data contains any sensitive information (as defined in the Australian Privacy Act), each relevant individual has consented to the processing of that sensitive information by Staffbase and its Sub-Processors.

**4 INTERNATIONAL TRANSFERS.** Staffbase may transfer Personal Data to Sub-Processors located outside of Australia subject to Staffbase complying with data transfer obligations under the DPA and Australian Privacy Law.

**5 DATA BREACH.** If Staffbase notifies Customer of a Personal Data Breach involving Personal Data in accordance with the DPA, Customer shall ensure that it makes all notifications to Data Subjects and relevant Supervisory Authorities under sections 26WK and 26WL of the Australian Privacy Law.

**6 DATA SUBJECT REQUESTS.** Staffbase’s obligations regarding Data Subject Requests under the DPA apply to requests by individuals for access or correction of Personal Data under the APPs to the extent applicable under the APPs. Nothing in the DPA prevents Staffbase from meeting a Data Subject Request directly where it reasonably considers that it is required to do so by the APPs.