



## Data Processing Addendum

This Data Processing Addendum (“**DPA**”) is entered into as of the Addendum Effective Date and forms part of AngelList’s (defined below) terms of service (available at [www.angel.co/terms](http://www.angel.co/terms)) or other agreement by and between: (1) Venture Hacks, Inc., a Delaware entity (“**AngelList**”) and/or AngelList Affiliates (defined below); and (2) the undersigned customer of AngelList and/or any AngelList Affiliates (“**Customer**”) for Services (defined below) provided by AngelList and/or any AngelList Affiliates (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data (defined below). Each of Customer, AngelList and any AngelList Affiliate that is party to the Agreement may be referred to herein as a “party” and together as the “parties.”

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Customer Affiliates, if and to the extent AngelList and/or any AngelList Affiliate Processes Personal Data for which such Customer Affiliates qualify as a Data Controller. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Customer Affiliates and the term “AngelList” shall include AngelList and AngelList Affiliates.

In the course of providing the Services to Customer pursuant to the Agreement, AngelList may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### HOW TO EXECUTE THIS DPA

Customer will be deemed to have agreed to the Agreement and this DPA if continuing to use the Services on or after the Addendum Effective Date. You may countersign this DPA for your own records by following the steps below:

1. This DPA consists of two parts: the main body of the DPA and Annex 1.
2. This DPA has been pre-signed on behalf of AngelList.
3. To complete this DPA, Customer must complete the information and sign on page 9.
4. Send the completed and signed DPA to AngelList by email, indicating the Customer’s legal name (as set out in the Agreement, if applicable), to [legal@angel.co](mailto:legal@angel.co).

### HOW THIS DPA APPLIES

If the Customer entity agreeing to this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, AngelList is party to this DPA.

If the Customer entity agreeing to this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of AngelList’s data contained in the Agreement (including any existing data processing addendum to the Agreement).

### DATA PROCESSING TERMS

#### 1. DEFINITIONS

- 1.1. In this DPA the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:
  - (a) “**Addendum Effective Date**” means (a) 25 May 2018, if Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement prior to or on such date; or (b) the date on which Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement, if such date is after 25 May 2018.
  - (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant

to a decision made in accordance Article 45(1) of the GDPR.

- (c) **“AngelList Affiliates”** means any companies which are controlled by AngelList, which control AngelList or which are under common control with AngelList and are Data Processors of any Customer Personal Data. For these purposes, **“control”** and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (d) **“Anonymised Data”** means any Personal Data (including Customer Personal Data), which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by AngelList, an AngelList Affiliate or any other party reasonably likely to receive or access that anonymised Personal Data.
- (e) **“Business Day”** means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in San Francisco, California.
- (f) **“Cessation Date”** has the meaning given in Paragraph 9.1.
- (g) **“Controller Data”** means any Personal Data AngelList independently collects from a Data Subject or a third party for Processing or other legitimate business purposes in connection with AngelList providing certain services to the Data Subject.
- (h) **“Customer Affiliates”** means any companies which are controlled by Customer, which control Customer or which are under common control with Customer and either: (i) are Data Controllers of any Customer Personal Data; and/or (ii) on whose behalf AngelList, an AngelList Affiliate and/or any Subprocessor otherwise processes any Customer Personal Data. For these purposes, **“control”** and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (i) **“Customer Personal Data”** means any Personal Data Processed by or on behalf of AngelList on behalf of Customer under the Agreement excluding any Controller Data.
- (j) **“Data Protection Laws”** means any applicable data protection laws, including but not limited to the California Consumer Privacy Act of 2018 (the **“CCPA”**), the EU General Data Protection Regulation 2016/679 (the **“GDPR”**), and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to **“Articles”** or **“Chapters”** of the GDPR shall be construed accordingly).
- (k) **“Data Subject Request”** means the exercise by Data Subjects of their rights under, and in accordance with, Data Protection Laws.
- (l) **“Data Subject”** or **“Consumer”** means the identified or identifiable natural person to whom Customer Personal Data relates.
- (m) **“Delete”** means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and **“Deletion”** shall be construed accordingly.
- (n) **“Personnel”** means a person’s employees, agents, consultants or contractors.
- (o) **“Post-cessation Storage Period”** has the meaning given in Paragraph 9.2.
- (p) **“Restricted Country”** means a country or territory outside the European Economic Area that is not an Adequate Country.
- (q) **“Restricted Transfer”** means: (i) a transfer of Customer Personal Data from Customer to AngelList in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from AngelList to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.

- (r) **“Services”** means those services and activities to be supplied to or carried out by or on behalf of AngelList and/or AngelList Affiliates for Customer pursuant to the Agreement.
- (s) **“Standard Contractual Clauses”** means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (t) **“Subprocessor”** means any third party appointed by or on behalf of AngelList and/or AngelList Affiliates to Process Customer Personal Data.

1.2. In this DPA:

- (a) the terms, **“Data Controller”**, **“Data Processor”**, **“Personal Data”**, **“Personal Data Breach”**, **“Process”** (and its derivatives) and **“Supervisory Authority”** shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
- (b) unless otherwise defined in this DPA, all capitalised terms shall have the meaning given to them in the Agreement; and
- (c) any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

## 2. **PROCESSING OF CUSTOMER PERSONAL DATA**

2.1. In respect of Customer Personal Data, the parties acknowledge that:

- (a) AngelList acts as a Data Processor; and
- (b) Customer acts as the Data Controller.

2.2. AngelList shall:

- (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
- (b) not Process Customer Personal Data other than:
  - (i) on Customer’s instructions (subject always to Paragraph 2.9); and
  - (ii) as required by applicable laws.

2.3. [Intentionally Omitted]

2.4. Customer instructs AngelList to Process Customer Personal Data as necessary:

- (a) to provide the Services to Customer; and
- (b) to perform AngelList’s obligations and exercise AngelList’s rights under the Agreement.

2.5. Annex 1 (*Data Processing Details*) sets out certain information regarding AngelList’s Processing of Customer Personal Data as required by Article 28(3) of the GDPR.

2.6. Customer may amend Annex 1 (*Data Processing Details*) on written notice to AngelList from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.

2.7. Nothing in Annex 1 (*Data Processing Details*) (including as amended pursuant to Paragraph 2.6) confers any right or imposes any obligation on any party to this DPA.

- 2.8. Where AngelList receives an instruction from Customer that, in its reasonable opinion, infringes the Data Protection Laws, AngelList shall inform Customer.
- 2.9. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of AngelList pursuant to or in connection with the Agreement:
- (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and
  - (b) (without limitation to the generality of Paragraph 2.7) shall not relate to the scope of, or otherwise materially change, the Services to be provided by AngelList under the Agreement.
- 2.10. Notwithstanding anything to the contrary herein, AngelList may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if AngelList considers (in its reasonable discretion) that:
- (a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or
  - (b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

For the avoidance of doubt, this Paragraph 2.10 does not refer to the instructions set out in Paragraph 2.4.

- 2.11. Customer represents and warrants on an ongoing basis that, for the purposes of the Data Protection Laws, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by AngelList of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

### **3. ANGELLIST PERSONNEL**

- 3.1. AngelList shall take reasonable steps to ensure the reliability of any AngelList Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### **4. SECURITY**

- 4.1. 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 (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, AngelList shall in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and other similar concepts under applicable Data Protection Laws.
- 4.2. In assessing the appropriate level of security, AngelList shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

### **5. SUBPROCESSING**

- 5.1. Customer authorises AngelList to appoint Subprocessors in accordance with this Paragraph 5.
- 5.2. AngelList may continue to use those Subprocessors already engaged by AngelList as at the date of this DPA, subject to AngelList meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.
- 5.3. AngelList shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten business days of receipt of that notice, Customer notifies AngelList in writing of any objections (on reasonable grounds) to the proposed appointment:

- (a) AngelList shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
- (b) where:
  - (i) such a change cannot be made within thirty days from AngelList receipt of Customer's notice;
  - (ii) no commercially reasonable change is available; and/or
  - (iii) Customer declines to bear the cost of the proposed change,

either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.

- 5.4. With respect to each Subprocessor, AngelList shall ensure that the arrangement between AngelList and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including those set out in Paragraph 4).

## 6. DATA SUBJECT RIGHTS

- 6.1. Taking into account the nature of the Processing, AngelList shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

- 6.2. AngelList shall:

- (a) promptly notify Customer if AngelList receives a Data Subject Request; and
- (b) ensure that AngelList does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws, in which case AngelList shall to the extent permitted by applicable laws inform Customer of that legal requirement before AngelList responds to the Data Subject Request.

## 7. PERSONAL DATA BREACH

- 7.1. AngelList shall notify Customer without undue delay upon AngelList becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within AngelList's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

- (a) affected Data Subjects; or
- (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

- 7.2. AngelList shall co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 8.1. AngelList shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities (as defined in the applicable Data Protection Laws), which Customer reasonably considers to be required of Customer by the Data Protection Laws, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, AngelList.

## 9. DELETION OR RETURN OBLIGATIONS

- 9.1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the “**Cessation Date**”), AngelList shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.
- 9.2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in AngelList’s sole discretion), on written request to AngelList (to be made no later than twenty days after the Cessation Date (the “**Post-cessation Storage Period**”)), AngelList shall either (at AngelList’s option):
- (a) return a complete copy of all Customer Personal Data within AngelList’s possession to Customer by secure file transfer, promptly following which AngelList shall Delete all other copies of such Customer Personal Data; or
  - (b) Delete all Customer Personal Data then within AngelList’s possession.
- 9.3. AngelList shall comply with any written request made pursuant to Paragraph 9.2 within thirty days of the Cessation Date.
- 9.4. In the event that during the Post-cessation Storage Period, Customer does not instruct AngelList in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, AngelList shall promptly after the expiry of the Post-cessation Storage Period either (at its option):
- (a) Delete; or
  - (b) irreversibly render Anonymised Data,
- all Customer Personal Data then within AngelList’s possession to the fullest extent technically possible in the circumstances.
- 9.5. AngelList and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that AngelList and any such Subprocessor shall ensure:
- (a) the confidentiality of all such Customer Personal Data; and
  - (b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.
- 9.6. If requested by Customer, AngelList shall provide written certification to Customer that it has fully complied with its obligations under this Paragraph 9 without undue delay.

## 10. AUDIT RIGHTS

- 10.1. AngelList shall make available to Customer on request such information as AngelList (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.
- 10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by AngelList pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate AngelList’s compliance with this DPA, AngelList shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by AngelList.
- 10.3. Customer shall give AngelList reasonable notice of any audit or inspection to be conducted under Paragraph 10.1

(which shall in no event be less than fifteen business days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies AngelList in respect of, any damage, injury or disruption to AngelList's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of AngelList's other customers or the availability of AngelList's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

- 10.4. AngelList need not give access to its premises for the purposes of such an audit or inspection:
- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
  - (b) to any auditor whom AngelList has not given its prior written approval (not to be unreasonably withheld);
  - (c) unless the auditor enters into a non-disclosure agreement with AngelList on terms acceptable to AngelList;
  - (d) where, and to the extent that, AngelList considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of AngelList's other customers or the availability of AngelList's services to such other customers;
  - (e) outside normal business hours at those premises; or
  - (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out by Data Protection Law or a Supervisory Authority, where Customer has identified the relevant requirement in its notice to AngelList of the audit or inspection.
- 10.5. The parties shall discuss and agree upon the costs, scope, timing, and duration of any inspection or audit to be carried out by or on behalf of Customer pursuant to Paragraph 10.2 in advance of such inspection or audit and, unless otherwise agreed in writing between the parties, Customer shall bear any third party costs in connection with such inspection or audit and reimburse AngelList for all costs incurred by AngelList and time spent by AngelList (at AngelList's then-current professional services rates) in connection with any such inspection or audit.

## 11. RESTRICTED TRANSFERS

- 11.1. Subject to Paragraph 11.3, to the extent that any Processing by either AngelList or any Subprocessor of Customer Personal Data involves a Restricted Transfer, the parties agree that:
- (a) Customer – as “data exporter”; and
  - (b) AngelList or Subprocessor (as applicable) – as “data importer”,
- shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.3.
- 11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1:
- (a) Clause 9 of such Standard Contractual Clauses shall be populated as follows:  
*“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”*
  - (b) Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:  
*“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”*

(c) Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (*Data Processing Details*); and

(d) Appendix 2 to such Standard Contractual Clauses shall be populated as follows:

*“The technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the DPA.”*

11.3. The Standard Contractual Clauses shall be deemed to come into effect under Paragraph 11.1 automatically upon the commencement of the relevant Restricted Transfer **provided that** Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of applicable Data Protection Laws.

## 12. ANONYMOUS DATA

12.1. Customer acknowledges and agrees that AngelList shall be freely able to use and disclose Anonymised Data for AngelList’s own business purposes without restriction.

## 13. CONTROLLER DATA

13.1. Customer acknowledges and agrees that (as between the parties) AngelList shall be freely able to use and disclose (without restriction) the Controller Data for any such purposes as AngelList may in its sole discretion determine.

13.2. To the extent that any Controller Data constitutes Personal Data for the purposes of the Data Protection Laws, AngelList:

(a) shall be an independent Data Controller in respect of such Controller Data;

(b) may independently determine the purposes and means of its Processing of such Controller Data.

## 14. ORDER OF PRECEDENCE

14.1. This DPA shall be incorporated into and form part of the Agreement.

14.2. In the event of any conflict or inconsistency between:

(a) this DPA and the Agreement, this DPA shall prevail; or

(b) any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this DPA, those Standard Contractual Clauses shall prevail.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**



[SIGNATURE PAGE TO DATA PROCESSING ADDENDUM]

This DPA has been entered into and become a binding and effective part of the Agreement with effect from the Addendum Effective Date.

Signed by: Erik Syvertsen

Signed by: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

**Angellist**

**Customer Entity Name:** \_\_\_\_\_

Date: 2020 / 01 / 20

Date: \_\_\_\_\_

Originally signed: 24 May 2018

## Annex 1 Data Processing Details

This Annex 1 to the DPA includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR and other Data Protection Laws; and (where applicable in accordance with Paragraph 12) to populate Appendix 1 to the Standard Contractual Clauses.

### The nature and purpose of the Processing of Customer Personal Data

AngelList will Process Customer Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

### Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DPA.

### The categories of Data Subjects to whom the Customer Personal Data relates

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, prospective employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the Services

### The types of Customer Personal Data to be Processed

#### *Personal Data*

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, professional life data, personal life data, connection data, investment data, banking data or localization data (including IP addresses).

#### *Special Categories of Personal Data (if any)*

Customer may submit special categories of Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion. Such special categories of Personal Data include, but may not be limited to, Personal Data with information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or sex life.

### The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the DPA.

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## Document History



SENT

**2020 / 01 / 17**  
18:30:50 UTCSent for signature to Erik Syvertsen (erik@angel.co) from ericswanson@angel.co  
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**2020 / 01 / 20**  
15:21:45 UTCViewed by Erik Syvertsen (erik@angel.co)  
IP: 96.239.25.112

SIGNED

**2020 / 01 / 20**  
15:22:03 UTCSigned by Erik Syvertsen (erik@angel.co)  
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COMPLETED

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The document has been completed.