

Data Collection Agreement

Tools for Humanity Corporation, along with its wholly-owned subsidiary Tools for Humanity GmbH (together, “Worldcoin”) invites you to participate in our machine learning project (“Project”). Any use of the Services and products is subject to the Worldcoin User Terms and Conditions at worldcoin.org/tos. Terms not defined here have the same meaning as stated in the Worldcoin User Terms and Conditions. The parties agree to the following terms:

1. PROJECT. As part of your participation in the Project, you will provide your personal data such as your name, email, and date of birth to us. You will also consent to allowing our iris imaging device (the “Orb”) to take images of your face and your eyes. Worldcoin may further ask you to provide additional feedback about the Project. Worldcoin will use your data, including your images, for the purposes stated below. Worldcoin will not reimburse you for any expenses that you may incur in connection with the Project.

2. YOUR DATA.

2.1 How Do We Use Your Data?

For personal data such as your name, email, and date of birth, we must have a valid reason (or “lawful basis for processing”) to use your personal information. When it comes to your biometric data (your facial images and iris images), we ask for your explicit consent. However, in instances when you'd reasonably expect us to use your personal information and our use of that information complies with applicable laws, we don't necessarily ask for your permission.

We use your information for the following types of purposes:

- Conducting research to develop and improve our product;
- Training our algorithm to better recognize unique users (as described below); and
- Contacting you regarding the Project.

2.2 Biometric Data.

With your consent, we collect the following data using the Orb:

- Images of your irises. These images are collected in the visible and near-infrared spectrums. They are used to generate the “IrisCode,” a string of numbers that is used to determine whether you have previously signed up at an Orb. As described below, the algorithm is not perfect and may make mistakes, such as erroneously determining that you have already signed up an Orb and claimed your free share of WLD when you have not.
- Images of your face. These images are collected in the visible, near-infrared, and far-infrared spectrums. We also collect a depth image. They are used to confirm that you are a human being, and therefore help prevent and detect fraud.

As part of your consent to Worldcoin collecting and processing your image data, you also allow us to:

- Calculate your IrisCode;

- Compare IrisCodes;
- Optimize IrisCode calculations;
- Automatically upgrade your IrisCode in the event we update our algorithm software;
- Send the images to our teams in the European Union and the United States;
- Develop and train algorithms to recognize and differentiate among human irises;
- Seek to address and reduce any bias from our iris recognition algorithms;
- Develop and train a system to detect whether a user is a human being or whether a signup is valid;
- Develop and train models that use artificial iris images for further training of algorithms; and
- Train and evaluate personnel who work on these systems.

2.3 Where We Process Your Data.

When you provide us with your data, it may be transferred, stored, or processed in a location outside of the country where your data was originally collected. For example, we generally send the data to our Research and Development (“R&D”) teams, currently located in the European Union and the United States. The country in which your data is transferred, stored, or processed may not have the same data protection laws as the country in which you initially provided the data.

We adhere to the principles stated in the European Union’s General Data Protection Regulation (the “GDPR”), even when not required. For example, when we work with data processors that operate outside the European Economic Area (the “EEA”), we secure the contractual commitment from our data processors that they are in compliance with GDPR. We only share data with data processors outside of the EEA if such a transfer is lawful and if we are confident that the data processor will protect your data as required under applicable laws and, further, in accordance with Worldcoin’s internal policies and practices.

2.4 Risks of Transfer

Below is a list of possible risks that may arise if we transfer your data to the United States, the European Union, or another country:

- While we ensure that our subcontractors are contractually obligated to adequately protect your data, these subcontractors may not be subject to the data privacy law of your country. If the subcontractors were to illegally process your data without authorization, then it may be difficult to assert your privacy rights against that subcontractor.
- It’s possible that the data privacy law in your country is inconsistent with the data privacy laws in the U.S. or in the E.U.

Please note that this list contains examples, but may not include all possible risks to you.

2.5 NO FINDING OF ADEQUACY OF UNITED STATES PRIVACY LAWS

The European Union Commission responsible for making determinations of the adequacy of the privacy laws of other jurisdictions in comparison to the GDPR has not yet positively established that the country-

specific level of personal data protection in the United States, where your data may be processed, provides the same level of protection as the privacy laws in the European Union.

2.6 When We Share Your Data.

We will never sell your data.

When we share your data outside of Worldcoin, we will always:

- Share it in a reasonably secure way;
- Take steps to ensure that it is handled in a manner that is consistent with our commitment to your privacy; and
- Prohibit other companies from using it for their own purposes.

We do share your data, both within Worldcoin and with those outside of Worldcoin, in these limited ways:

- Within Worldcoin: We only disclose data to Worldcoin team members who require access in order to perform their tasks and duties. We only disclose as much data as is needed to perform specific tasks and duties.
- With vendors and service providers outside of Worldcoin: We only disclose data to service providers whose services we rely on in order to process the data and provide our Services to you. We only disclose data with identity verification vendors if required by Law (i.e., know-your-customer requirements). The data we provide to identity verification vendors does not include any biometric data.
- With law enforcement, officials, or other third parties: We may disclose your data in order to comply with applicable laws and respond to mandatory legal demands. We will carefully consider each request to determine whether the request complies with the law and, where appropriate, we may challenge invalid, overbroad, or unlawful requests. We may share personal data with police and other government authorities where we reasonably believe it to be necessary to comply with law, regulation or other legal process or obligation.
- We may also disclose your data when we believe in good faith that such disclosure is necessary to prevent harm to us or others, to report suspected illegal activity, to investigate violations of the Worldcoin User Agreement and other applicable policies, or to enforce such and to enforce such agreements.

2.7. How Long Do We Keep Your Data?

We retain your data for as long as is reasonably necessary to provide our Services to you, serve our legitimate business purposes, and comply with our legal and regulatory obligations. If you close your account with us, we will continue to retain your data as necessary to comply with our legal and regulatory obligations, including fraud monitoring, detection, and prevention, as well as tax, accounting, and financial reporting obligations.

Please note: We may upload your IrisCode to the blockchain. Blockchains are public ledgers of transactions that are maintained on decentralized networks operated by third parties that are not controlled or

operated by Worldcoin. Due to the public and immutable nature of blockchain ledgers, we cannot guarantee the ability to amend, erase, or control the disclosure of data that is uploaded and stored on a blockchain, including your IrisCode.

3. RELATIONSHIP OF PARTIES. This agreement does not create an employment relationship between you and Worldcoin. You are an independent contractor, subject to the general requirement that you will at all times comply with applicable law. You are solely responsible for the payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency.

4. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS. Worldcoin will be the exclusive owner of all right, title, and interest in and to any work product resulting from the Project, including all intellectual property and proprietary rights (collectively, the "Work Product"). You irrevocably assign to Worldcoin all right, title, and interest in and to the Work Product and waive any claims you may now or later have in any jurisdiction to moral rights with respect to the Work Product.

5. CONFIDENTIAL INFORMATION. "Confidential Information" means and will include: (i) the Projects, (ii) any information regarding Worldcoin and its business, programming techniques, technology, or research and development that is disclosed to you in connection with the Project; (iii) the Work Product; and (iv) these terms. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of yours; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. At all times, both during your participation of the Project and after its termination, and to the fullest extent permitted by law, you will hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in participation of the Project, and not to disclose it to others. You will take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

6. TERM AND TERMINATION. These terms will commence on the Effective Date and, unless sooner terminated, will remain in force and effect for as long as you are participating in the Project. Either party may terminate this Agreement at any time, for any reason or no reason, upon at least three (3) days written notice. Upon the expiration or termination of these terms for any reason, you will promptly destroy all Confidential Information in your possession or control. The confidentiality obligations stated in Section 5 of this Agreement will survive termination.

7. Withdrawing Your Consent. You can withdraw your consent at any time by contacting us at either the Worldcoin Request Portal located at worldcoin.org/requestportal, or by mail to Tools for Humanity Corp., 548 Market Street, PMB 49951, San Francisco, CA 94104 USA. If you withdraw your consent, then we will no longer use your data for the purposes stated above.

8. Statutory Rights under GDPR. This section applies if you are a resident of the EEA. You may have

additional rights under GDPR as listed below. To exercise your rights available under GDPR, please contact us via the Worldcoin Request Portal located at worldcoin.org/requestportal.

8.1 You have the right to obtain from us at any time, upon request, information about the personal data we process concerning you within the scope of Art. 15 of the GDPR.

8.2 You have the right to demand that we immediately correct the personal data concerning you if it is incorrect.

8.3 You have the right, under the conditions described in Art. 17 of the GDPR, to demand that we delete the personal data concerning you. These prerequisites provide in particular for a right to erasure if the personal data are no longer necessary for the purposes for which they were collected or otherwise processed, as well as in cases of unlawful processing, the existence of an objection or the existence of an obligation to erase under Union law or the law of the Member State to which we are subject.

8.4 You have the right to demand that we restrict processing in accordance with Art. 18 of the GDPR.

8.5 You have the right to receive from us the personal data concerning you that you have provided to us in a structured, commonly used, machine-readable format in accordance with Art. 20 of the GDPR.

8.6 You have the right to object at any time, on grounds relating to your particular situation, to the processing of personal data concerning you which is carried out, inter alia, on the basis of Article 6 (1), in accordance with Article 21 of the GDPR.

8.7 You have the right to contact the competent supervisory authority in the event of complaints about the data processing carried out by the controller. The responsible supervisory authority is: the Bavarian State Office for Data Protection Supervision.

8.8 If the processing of personal data is based on your consent, you are entitled under Art. 7 of the GDPR to revoke your consent to the use of your personal data at any time with effect for the future, whereby the revocation is just as easy to declare as the consent itself. Please note that the revocation only takes effect for the future. Processing that took place before the revocation is not affected.

9. LIMITATION OF LIABILITY. WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. IN COUNTRIES WHERE THE BELOW TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WORLDCOIN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS, EVEN IF WORLDCOIN HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WORLDCOIN'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT EXCEED US \$100.

10. Governing Law. If you reside in the European Economic Area (EEA), then the law of the Federal Republic of Germany will apply to this Agreement and any disputes arising out of or related to this Agreement. If you reside outside of the EEA, then the laws of the State of California (USA) will apply to this Agreement and any disputes arising out of or related to this Agreement. The governing law stated in this section will apply without regard to principles of conflict of laws

11. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION.

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THEY REQUIRE YOU TO SETTLE DISPUTES WITH WORLDCOIN THROUGH INDIVIDUAL ARBITRATION BEFORE A SOLE ARBITRATOR, AND NOT AS A MEMBER OF A CLASS ACTION. ARBITRATION PREVENTS YOU FROM SUING US IN COURT OR FROM HAVING A JURY TRIAL, THOUGH YOU MAY BRING A DISPUTE AGAINST US IN SMALL CLAIMS COURT IF YOU QUALIFY.

11.1 We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to hello@worldcoin.org so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within 60 days of your email, and you elect to bring a federal or state statutory claim, common law claim, claim based in contract, tort, fraud, misrepresentation or any other legal theory, or any other formal proceeding arising out of or relating to this Agreement or the Project (each, a "Dispute"), then you agree to resolve the Dispute through binding arbitration, on an individual basis according to the following terms (collectively, the "Arbitration Agreement"):

- Arbitration will be conducted confidentially by a single arbitrator. The arbitrator will apply applicable statutes of limitation and all applicable law, and will honor claims of privilege recognized by applicable law.
- If you reside in the EEA, then the Dispute will be solely and finally settled by arbitration administered by the German Arbitration Institute (DIS) in accordance with DIS Rules of Arbitration. Arbitration will occur in Berlin, Germany, unless you and we both agree to conduct it elsewhere. You agree that the courts in Berlin, Germany are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.
- If you reside outside the EEA, then the Dispute will be solely and finally settled by arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules, unless the aggregated amount of the Dispute is \$250,000 or more, in which case the JAMS Comprehensive Arbitration Rules will apply. Arbitration will occur in San Francisco, California, unless you and we both agree to conduct it elsewhere. You agree that the federal and state courts in San Francisco, California are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.
- In any arbitration, regardless of its location, the parties will not seek discovery from each other, and the arbitrator will not allow parties to engage in discovery; rather, each party will disclose the evidence supporting their positions at a mutually agreeable time and date prior to the final arbitration hearing.
- This Arbitration Agreement covers the enforceability, revocability, scope, and validity of the

Arbitration Agreement or any portion of the Arbitration Agreement, and all other Disputes arising out of or related to the interpretation or applicability of the Arbitration Agreement; and all such matters will be decided by the arbitrator and not by a court or judge.

- If the arbitrator or arbitration administrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.
- At the request of either party, all arbitration proceedings will be conducted in utmost secrecy and, in such case, all documents, testimony, and records will be received, heard, and maintained by the arbitrator in secrecy under seal, available for inspection only by the parties, their respective attorneys, and their respective experts, consultants, or witnesses who have agreed, in advance and in writing, to receive all such information as confidential to be used solely for purposes of the arbitration.
- Other than class procedures and remedies discussed in this Arbitration Agreement, the arbitrator has the authority to grant any remedy that would otherwise be available in court.
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- If the requirement to arbitrate or the prohibition against class actions and other Disputes brought on behalf of third parties contained in this Arbitration Agreement is found to be unenforceable, then only the unenforceable provisions will be deemed to have been removed from these Terms and all remaining obligations in these Terms shall continue in full force and effect.

11.2 30-Day Right to Opt Out. You have the right to opt out and not be bound by this Arbitration Agreement by sending an email from the address you used to hello@worldcoin.org with the Subject Line: "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." You must send your email within 30 days of agreeing to these Terms, otherwise you will be bound to arbitrate Disputes in accordance with the terms of this Arbitration Agreement. If you opt out of this Arbitration Agreement, Worldcoin will also not be bound by its terms.

11.3 Changes to this Arbitration Agreement. We will provide you 30 days' notice of any changes to the section of these Terms titled "Dispute Resolution, Arbitration and Waiver of Class Action" by notice to you, and the changes will become effective 30 days after you receive notice from us. Changes to the Dispute Resolution, Arbitration and Waiver of Class Action section will otherwise apply prospectively only to Disputes that arise after the 30th day. If a court or arbitrator decides that the changes to this section are not enforceable or valid, then the changes will be severed from these Terms and the court or arbitrator will apply the terms of the first Arbitration Agreement in effect after you began using the Services. You may exercise your right to opt out of the new Arbitration Agreement terms by following the procedures set forth in the section above titled "30-Day Right to Opt Out."

11.4 This Arbitration Agreement will survive the termination of these Terms, and your use of the Services.

11.5 Notwithstanding anything in this Arbitration Agreement to the contrary, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of

intellectual property rights (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute resolution process described above.

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