Exhibit 1

Data Processing Addendum

This Data Processing Addendum ("**DPA**") forms part of the Markaaz Enterprise Master Partnership Agreement ("**Agreement**") between Markaaz and Client. Markaaz and Client are individually referred to as a Party and collectively as the Parties herein. In the event of a conflict between the Agreement and this DPA, the more stringent terms shall govern.

1.   Definitions

1.1   "**Applicable Data Protection Laws**" means all international, federal, state, and local data privacy and security laws and regulations applicable to the Processing of Client Personal Data.

1.2   "**Client Personal Data**" means all Personal Information provided by Client to Markaaz.

1.3   "**Data Subject**" shall have the same meaning as "data subject" or "consumer" under any Applicable Data Protection Laws.

1.4   "**Controller**" shall have the same meaning as "controller" or "business" under any Applicable Data Protection Laws.

1.5   "**EEA**" means the European Economic Area.

1.6   "**Personal Data**" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject and includes "personal information", "personal data", or similarly defined terms under Applicable Data Protection Laws.

1.7   "**Process**," "**Processed**," or "**Processing**" means any operation or set of operations that are performed on Personal Information or on sets of Personal Information, automated or manual, including, but not limited to, the 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.

1.8   "**Processor**" shall have the same meaning as "processor", "service provider", "contractor", or non "third party" under any Applicable Data Protection Laws.

1.9   "**Sale**", "**Sell**", and "**Share**" shall have the same meaning as "sale", "sell", and "share" under any Applicable Data Protection Laws.

1.10   "**Standard Contractual Clauses**" means the contractual clauses promulgated by the European Parliament and European Council on June 4, 2021 (Commission Implementing Decision) (EU) 2021/914, available for Client upon request. If adopted, the Standard Contractual Clauses will be incorporated as Schedule 1 to this DPA.

1.11   "**Sub-Processor**" means any person (including any third party, but excluding an employee of Vendor) appointed on behalf of a Party to Process Personal Information.

2.   Roles of the Parties & Processing Details

2.1   Markaaz is a Processor and Client is a Controller with regard to Client Personal Data.

2.2   The subject matter of the Processing of Client Personal Data is providing access to the Platform to Authorized Users. The duration of the Processing is for the Term of the Agreement. The nature and purpose of the Processing includes providing access to the Platform to Authorized Users. The types of Client Personal Data being Processed include the contact information, company name, and related information needed to create Client Credentials.

2.3   Markaaz agrees to comply with all Applicable Data Protection Laws as it relates to its Processing of Client Personal Data. Markaaz will notify Client if it is no longer able to comply with Applicable Data Protection Laws as it relates to the Processing of Client Personal Data. Client shall have the right to take reasonable and appropriate steps to ensure Markaaz is Processing Client Personal Data consistent with Applicable Data Protection Laws. Upon reasonable written notice, Client shall be permitted to take reasonable and appropriate steps to stop and remediate any unauthorized or unlawful Processing of Client Personal Data.

2.4   Markaaz agrees to Process Client Personal Information solely for the purpose of providing the Platform to Client and upon Client's instructions. Client hereby instructs Markaaz to Process Client Personal Data to provide access to the Platform. Markaaz shall not Sell or Share Client Personal Data. Markaaz shall not retrain, use, disclose, or otherwise Process Client Personal Data for any other purpose other than to provide the Platform. Markaaz shall not combine Client Personal Data with any Personal Data Markaaz has received from other third-party sources unless such combination is necessary to perform Markaaz's obligations under the Agreement.

3.   **Sub-Processors**. Markaaz may engage Sub-Processors in connection with the provision of the Platform, including but not limited to for the Processing of Client Personal Data. When reasonably requested by Client, Markaaz shall make available to Client an up-to-date list of all Sub-Processors used for the Processing of Client Personal Data. Markaaz shall ensure any Sub-Processor is subject to similar restrictions as those set forth in this DPA.

4.   **Personnel**. Markaaz agrees to take all reasonable steps to ensure that persons authorized to Process Client Personal Data are subject to appropriate confidentiality requirements sufficient to protect Client Personal Data under Applicable Data Protection Laws.

5.   **Data Subject Requests**. Markaaz agrees to reasonably cooperate with Client to respond to any request by a Data Subject concerning Client Personal Data, as required by Applicable Data Protection Laws.

6.   **Data Transfers**. To the extent the Applicable Data Protection Laws apply to the transfer of Client Personal Data from the EEA to countries that require such provisions, Markaaz will incorporate by reference the Standard Contractual Clauses into this DPA, as instructed by the Client.

7.   **Return of Destruction of Client Personal Data**. Markaaz will stop Processing, return, and/or delete Client Personal Data upon termination of the Agreement or upon instruction of Client unless otherwise required by Applicable Data Protection Laws.

Annex 1 - List of Subprocessors

As of the date of this agreement, Markaaz engages the following Subprocessors that may process Personal Data:

Subprocessor (entity name)	Service provider's location	Provided Service
AWS	US-WEST-2	Cloud Service Provider (IaaS, PaaS)