

Effective Date: January, 2019

DATA PROCESSING ADDENDUM (“DPA”)

Introduction:

- I. SP and Solvy Europe LTD (“Solvy”), a company having its registered office at at Malta, San Gwann SGN 3000, The Penthouse, Capital Business Center, Entrance C, Triq taz-Zwejt, Office 2, Suite 2 .
- II. This DPA applies to each agreement between Solvy and SP under which SP processes Personal Data for the purpose of performance of these agreements (“Agreement”), unless stated otherwise in this DPA. This DPA shall be incorporated into the Agreement by reference.
- III. This DPA sets out the additional terms, requirements and conditions on which SP will process Personal Data for the purpose of its obligations under the Agreement. This DPA contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”).

1. Definitions

- 1.1. “**Controller**” has the same meaning under the Data Protection Laws.
- 1.2. “**SP**” means a legal entity or an individual that is counterparty to Solvy under the Agreement.
- 1.3. “**Data Protection Laws**” means all applicable laws governing the protection of Personal Data including, but not limited to, the General Data Protection Regulation 2016/679 (“GDPR”) and all other laws implementing or supplementing the GDPR.
- 1.4. “**Data Subject**” means the individual to whom Personal Data relates.
- 1.5. “**Personal Data**” means any information relating to an identified or identifiable individual.
- 1.6. “**Processing**” means processing of Personal Data as defined under the Data Protection Laws, including the storage, amendment, transfer, blocking or erasure of personal data by SP acting on behalf of SOLVY.
- 1.7. “**Processor**” has the same meaning under the Data Protection Laws.
- 1.8. “**Instruction**” means the written instruction, issued by SOLVY to SP, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, de-personalizing, blocking, deletion, making available). Instructions shall initially be specified in the Agreement and may, from time to time thereafter, be amended, amplified or replaced by SOLVY in separate written instructions (individual instructions).
- 1.9. “**Personal Data Breach**” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.10. A reference to writing or written includes faxes and email.
- 1.11. In the case of conflict or ambiguity between:
 - any provision contained in the body of this DPA and any provision contained in the Annexes, the provision in the body of this DPA will prevail;
 - any of the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA will prevail.

2. Scope and Responsibility

- 2.1. SOLVY and SP acknowledge that for the purpose of the Data Protection Laws, SOLVY is the Processor and SP is SOLVY’s sub-processor. In some circumstances, SOLVY may be a Controller, in

which case SOLVY appoints SP as SOLVY's Processor, which shall not change the obligations of either SOLVY or SP under this DPA, as SP will always remain a Processor with respect to SOLVY in such event.

2.2. Where applicable, SOLVY may retain control of the Personal Data. SOLVY remains responsible for its compliance with its obligations under the applicable Data Protection Laws.

2.3. SP shall process Personal Data on behalf of SOLVY. Processing shall include such actions as may be specified in the Agreement and in the scope of work. Within the scope of the Agreement, SP shall be solely responsible for complying with the statutory requirements relating to data protection, in particular regarding the transfer of Personal Data and the Processing of Personal Data.

2.4. SOLVY shall be entitled to request that SP, subject to the Data Protection Laws, rectifies, deletes, blocks and makes available Personal Data during and after the term of the Agreement at SP's cost. SP shall promptly comply with any of SOLVY's request or instruction requiring SP to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorized Processing.

2.5. The provisions of this DPA shall also apply if testing or maintenance of automatic processes or of Processing equipment is performed by SP.

3. SP's obligations

3.1. SP shall collect, process and use Personal Data only within the scope of SOLVY's Instructions as set-out in this Agreement.

3.2. SP shall keep the Personal Data confidential and shall ensure that persons authorised to Process Personal data have committed themselves to confidentiality.

3.3. SP will, at SP's cost, reasonably assist SOLVY for the fulfilment SOLVY's compliance obligations with respect to the rights exercised by Data Subjects under the Data Protection Laws (particularly the Data Subject's Rights and related to Data Subject's requests), taking into account the nature of processing;

3.4. SP will, at SP's cost, assist SOLVY in ensuring compliance with the obligations under the Data Protection Laws (particularly the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to SP).

3.5. SP shall implement appropriate technical and organizational measures with respect to the Personal Data, 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 of varying likelihood and severity for the rights and freedoms of Data Subjects. Such measures shall be designed to ensure a level of security appropriate to the risk in order to protect Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access or use. Such measures hereunder shall include, but are not limited to taking reasonable steps to achieve the following:

- (a) the prevention of unauthorized persons from gaining access to Personal Data Processing systems (physical access control),
- (b) the prevention of Personal Data Processing systems from being used without authorization (logical access control),
- (c) persons entitled to use a Personal Data Processing system gain access only to such Personal Data as they are entitled to accessing in accordance with their access rights, and that, in the course of processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control),
- (d) Persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (e) Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control),

- (f) the establishment of an audit trail to document whether and by whom Personal Data have been entered into, modified in, or removed from Personal Data Processing systems, (entry control),
- (g) Personal Data Processed are Processed in accordance with the Instructions (control of instructions),
- (h) Personal Data are protected against accidental destruction or loss (availability control),
- (i) Personal Data collected for different purposes can be processed separately (separation control).

A measure as referred to in lit. (a) to (i) above shall be in particular, but shall not be limited to, the use of appropriate encryption technology.

3.6. SOLVY's data protection officer:

Malta, San Gwann SGN 3000,

The Penthouse, Capital Business Center,

Entrance C, Triq taz-Zwejt, Office 2, Suite 2

3.7. SOLVY's Notification Email Address is: dpo@solvy.com.

SP's Notification Email Address is the one is stated in the Agreement as contact email . "Notification Email Address" means the email address designated to receive certain notifications from a Party to this DPA and relating to this DPA.

3.8. If applicable, SOLVY shall retain title as to any carrier media provided to SP as well as any copies or reproductions thereof. SP shall store such media safely and protect them against unauthorized access by third parties. SP shall, upon SOLVY's request, provide to SOLVY all information on SOLVY's Personal Data and information. SP shall be obliged to securely delete any test and scrap material based on an Instruction issued by SOLVY on a case-by-case basis. Where SOLVY so decides, SP shall hand over such material to SOLVY or store it on SOLVY's behalf.

3.9. SP shall provide reasonable assistance to SOLVY with any data protection impact assessment which SOLVY is required to undertake in order to comply with the Data Protection Laws, in each case solely in relation to the processing of Personal Data and taking into account the nature of processing and information available to SP and shall make available to SOLVY on request such information as is necessary to demonstrate its compliance with this DPA and the Data Protection Laws as well as shall allow for and contribute to audits, including inspections, conducted by SOLVY or another auditor mandated by SOLVY for the purpose of demonstrating compliance by SP with its obligations under Data Protection Laws in respect of the Personal Data.

3.10. At SOLVY's written request, SP shall return or/and delete and procure the deletion of all copies of the Personal Data after Processing by SP of any Personal Data is no longer required for the purpose of SP's performance of its relevant obligations under this DPA; save to the extent that SP is required by any applicable law to retain some or all of the Personal Data. In such event, SP shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as SP maintains the Personal Data.

3.11. Any additional cost arising out of SP's performance under Instructions outside the Agreement's scope of work or otherwise not contemplated by this DPA shall be borne by SP.

4. SOLVY's obligations

4.1. SOLVY shall be separately responsible for conforming with such statutory data protection regulations including the Data Protection Laws as are applicable to it and shall ensure that the Personal Data may lawfully be processed by SP under this Agreement.

5. Audit Obligations

SP shall provide a copy of its most current security report upon SOLVY's written request and subject to the confidentiality provisions of the Agreement. If SOLVY requires additional information beyond that which is stated in the Report, SOLVY may contact SP at SP's Notification Email Address, set forth in this DPA, or any other SP's email address to request an on-site audit of the architecture, systems and procedures relevant to the protection of SOLVY Personal Data that are processed by SP. In the event the audit identifies that SP breaches this DPA or Data Protection Laws regarding Processing of Personal Data arising from this DPA, SP shall reimburse SOLVY costs of such audit as well as other SOLVY's expenses and damages arising from SP's non-compliance with this DPA and/or Data Protection Laws. Before the commencement of any such audit, SOLVY and SP will mutually agree upon the scope, timing, and duration of the audit.

6. Sub-processing

6.1. SP shall not engage any sub-processors to Process the Personal Data under this DPA or the Agreement, unless otherwise agreed by Solvy at least 60 days in advance.

7. Data Breach

SP shall notify SOLVY without undue delay (but not later than 24 hours since the occurrence of any Personal Data Breach) of any Personal Data Breach in accordance with applicable Data Protection Laws.

Immediately following any Personal Data Breach, the parties will coordinate with each other to investigate the matter. SP will reasonably co-operate with SOLVY in SOLVY's handling of the matter.

SP will not inform any third party of any Personal Data Breach without first obtaining SOLVY's prior written consent, except when required to do so by Data Protection Laws.

SP agrees that SOLVY has the sole right, subject to Data Protection Laws, to determine:

- (a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in SOLVY's discretion, including the contents and delivery method of the notice; and
- (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

SP will cover all reasonable expenses and damages associated with the performance of the obligations under this DPA.

SP will also reimburse SOLVY for actual reasonable expenses that SOLVY incurs when responding to a Personal Data Breach to the extent that SP caused such a Personal Data Breach, including all costs of notice and any remedy.

8. Duties to Inform, Mandatory Written Form, Choice of Law, Duration

8.1. Where SOLVY's Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being Processed, SP shall inform SOLVY without undue delay. SP shall, without undue delay, notify to all pertinent parties in such action, that any Personal Data affected thereby is in SOLVY's sole property and area of responsibility that Personal Data is at SOLVY's sole disposition.

8.2. No change of or amendment to this DPA and all of its components, including any commitment issued by SOLVY, shall be valid and binding unless made in writing and unless they make express reference to being a change or amendment to these regulations. The foregoing shall also apply to the waiver of this mandatory written form.

8.3. To the extent required by applicable Data Protection Laws, this DPA shall be governed by the law of the applicable jurisdiction. In all other cases, this DPA shall be governed by the laws of the same jurisdiction stated in the Agreement for governing the Agreement.

8.4. The term of this DPA shall follow the term of the Agreement. Upon termination or expiration of the Agreement, SP shall, in accordance with the terms of the Agreement, delete or make available to SOLVY for retrieval all relevant Personal Data (including copies) in SP's possession, save to the extent that SP is required by any applicable law to retain some or all of the Personal Data. In such event, SP shall extend the protections of the Agreement and this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention, for so long as SP maintains the Personal Data.

9. International Data Transfers

9.1. SP is not authorized to process Personal Data outside the EEA countries or Switzerland.

10. List of Personal Data elements, Purpose and Location of Processing

10.1. Purpose of the processing: For the purpose of performance of the Agreement.

10.2. The Subject Matter of the processing of personal data comprises the following data types/categories (List/Description of the Data Categories)

- a. Contact Data
- b. Key Contract Data (Contractual/Legal Relationships, Contractual or Product Interest)
- c. Customer History
- d. Contract Billing and Payments Data
- e. Disclosed Information from third parties, e.g. names, addresses, telephones, emails
- f. Financial Data, e.g. account numbers

10.3. The following people and groups of people are affected and the Categories of Data Subjects comprise:

- a. Employees
- b. Contact Persons
- c. Customers
- d. Potential Customers
- e. Employees
- f. Suppliers
- g. Contact Persons
- h. Solvy's App Users

11. Further Changes

Solvly may unilaterally change this DPA at any moment in case: (a) changes are required to comply with the applicable law, applicable regulation, a court order or guidance issued by a regulator or agency; or (b) changes do not: (i) result in a violation of SP's right; and (ii) otherwise have a material adverse impact on SP's rights under the Agreement, as reasonably determined by Solvly. Before changes will take effect Solvly informs SP at least 30 days in advance (or shorter period as may be required to comply with the applicable law, applicable regulation, a court order or guidance issued by a regulator or agency) by email. If SP objects to any such change, SP must terminate the Agreement. Solvly shall be entitled not to notify SP about editorial changes. Historic versions of this DPA can be obtained by contacting Solvly via email: dpo@solfy.com.