PRIVACY STATEMENT AND DATA PROCESSING AGREEMENT

Capitalised terms used in this document without definition shall have the meanings assigned to them in the Agreement, unless defined otherwise herein.

PRIVACY STATEMENT

1.1 For the provision of the Service, Evocon is processing the Personal Data of the following data subjects: Customer's representatives/employees whose personal data is processed in the form of Customer Details and the End User(s), who the Customer has allowed to access the Service.

1.2 Regarding the End User's Personal Data, Evocon is considered to be a data processor and the processing of such data is to be governed by the data processing agreement below. The Customer is aware that it, as a legal entity, is considered to be a data controller regarding its employees, management board members and other natural persons who represent the Customer or are entitled to use the Service. Therefore, the Customer is required to provide to the foregoing persons all the relevant notices and/or obtain all necessary consents, or ensure the existence of other legal grounds, for the processing of the said Personal Data by Evocon for providing the Service to the Customer.

1.3 In case, despite the correct fulfilment of the obligations by the Customer as stated in Section 1.2 above, Evocon is considered to be a data controller regarding the Customer Details containing Personal Data, Evocon hereby, in this privacy statement (the "**Privacy Statement**"), informs the affected natural person of the processing of his/her Personal Data (the "**Affected Person**").

1.4 Evocon processes the Affected Person's Personal Data in the form of Customer Details only for the preparation, execution and ensuring the execution of the Agreement, as concluded with the Customer. Evocon may also process the Personal Data of the Affected Person for: (i) commencing any legal actions against, or defending itself against any legal actions by, the Affected Person or the Customer; and (ii) for providing and administering the Service.

1.5 All the processing activities for the purposes described under Section 1.4 of this Privacy Statement are done under the legitimate interest of Evocon and the Customer. The legitimate interests of the Customer and Evocon are to ensure the fulfilment of the Agreement and to enable direct and clear communication between the Customer and Evocon via the Affected Person, taken into account the position of the Affected Person in the Customer's organization.

1.6 The Personal Data of the Affected Person may be accessible to the sub-processors of Evocon, who are used for the provision of the Service. The foregoing sub-processors may transfer the Personal Data of the Affected Person outside the European Union and the European Economic Area. In such cases, Evocon ensures the protection of the said Personal Data, using the means described in Section 3.1.1 (iii) of the data processing agreement below. The Affected Person may always turn to Evocon with a question which specific protection measures are in use.

1.7 The provision of the Personal Data by the Affected Person is not mandatory, however, not presenting such data affects Evocon's possibility to conclude the Agreement with the Customer, meaning, that the Affected Person may face legal or other consequences on behalf of the Customer.

1.8 Under the applicable legislation, the Affected Person has the right to request the following rights to be exercised by Evocon: the right to request access to the Personal Data and rectification or erasure of Personal Data or restriction of processing concerning the Affected Person or to object to the processing of the Personal Data and to lodge a complaint to the respective supervisory authority. The Affected Person takes note that he/she may be limited in exercising of the foregoing rights, as described under applicable legislation.

1.9 As the Personal Data regarding the Affected Person is processed in relation to the documentation of the Agreement and any legal claims which may arise from the Agreement,

then the Personal Data of the Affected Person is processed as long as the foregoing documentation is retained, and any legal claims are expired under applicable legislation. The Agreement and any related documentation is retained at least for 10 years, taken into account the expiration of the possible legal claims.

DATA PROCESSING AGREEMENT

This data processing agreement (the „**Annex**") is concluded by and between

   (A) Evocon („the **Processor**")

   and

   (B) the **Customer**, (the "**Controller**"),

hereafter jointly referred to as the „**Parties**" and separately as a **„Party"**.

1 BACKGROUND AND THE OBJECTIVE OF THE ANNEX

1.1 This Annex supplements the Agreement, as agreed between the Parties. By accepting and adhering to the Agreement, the Customer has agreed to the terms set forth in this Annex and to be bound by it respectively.

1.2 This Annex governs the processing of the Personal Data of the employees of the Customer or other natural persons whose data is processed by the Customer, taken into account they act as the End Users of the Service. Therefore, hereinafter the term "Personal Data" shall be used in the context of the Personal Data of the natural persons in the organization of the Customer, i.e. the End Users.

2 TERMS

2.1 "**GDPR**" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC. Unless expressly stated otherwise in the Annex, any term shall have the same meaning as stipulated in the GDPR.

2.2 „**Data Protection Provisions**" – effective Estonian and European Union laws regulation the protection of Personal Data, including GDPR, and binding guidelines given by Estonian Data Protection Inspectorate.

3 OBLIGATIONS OF THE PROCESSOR

3.1 Hereby the Parties agree as follows:

   3.1.1 The Processor shall:

   (i) process the Personal Data solely on behalf of the Controller, on the basis of reasonable instructions given by the Controller, in accordance with the Data Protection Provisions and this Annex, to the extent necessary for the performance of the Agreement;

   (ii) process the Personal Data only on documented instructions given by the Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by European Union or Estonian laws to which the Processor is subject. In such a case, the Processor shall promptly

inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(iii) as an exception to Clause 3.1.1 (ii), have the right to disclose or transfer Personal Data to third countries or outside of the European Union or the European Economic Area, provided that appropriate safeguards, as stated in Chapter V of the GDPR, are in place or an adequacy decision has been adopted in relation to the data importing country by the European Commission;

(iv) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(v) take all reasonable security measures required pursuant to the Data Protection Provisions, including the measures stipulated in Article 32 of the GDPR to the extent necessary;

(vi) assist the Controller, to the extent possible, by appropriate technical and organisational measures for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in the Data Protection Provisions, including the obligations in Chapter III of the GDPR. The Processor is entitled to demand remuneration for all documented costs that the Processor may reasonably incur in the execution of its obligation herein;

(vii) assist the Controller in ensuring compliance with the obligations laid down in the Data Protection Provisions, including in the Articles 32-36 of the GDPR, to the extent that is reasonable, relevant and not unreasonably burdensome. The Processor is entitled to demand remuneration for all documented costs that the Processor may reasonably incur in the execution of its obligation herein;

(viii) delete or return all the Personal Data to the Controller after the end of the provision of services relating to processing at the choice of the controller and delete existing copies to the extent the laws of European Union or Estonia require or able further storage of the Personal Data. The type of the data carrier for the returning of the Personal Data is to be decided by the Processor. The Controller may choose to use a specific type of data carrier, however, the Controller shall remunerate the Processor's expenses for the use of such carrier;

(ix) make available to the Controller all information necessary to demonstrate compliance with the obligations deriving from the Annex and Data Protection Provisions, and contribute to audits, including inspections, conducted by the Controller or auditor mandated by the Controller. The Controller shall cover the expenses relating to the aforementioned audit and informs the Processor about the audit at least 10 working days in advance. In case any deficiencies are discovered during the audit, the Processor will decide whether the deficiencies will be amended, or the Processor will terminate the Agreement, pursuant to Section 7.2 of this Annex.

3.1.2 The Processor shall notify the Controller promptly, but not later than within 24 hours:

(i) after becoming aware of a Personal Data breach; or

(ii) if in its opinion an instruction given pursuant to Clause 3.1.1 (i) infringes the Data Protection Provisions. If possible, the Processor shall simultaneously inform, to what extent the instruction received is infringing the Data Protection Provisions and how the instruction should be amended to ensure compliance with the Data Protection Provisions.

3.1.3 The Processor has the right to engage other processors, in such case they will be deemed as the sub-processors of the Processor. If the Processor engages other another processor, it shall:

(i) engage processors, that provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Provisions and the protection of the data subject's rights; and

        (ii)   make reasonable efforts to oblige such processor, through concluding a contract, to fulfil obligations equivalent to that agreed in the Annex.

3.1.4   The Processor is aware that it is fully reliable for the performance and non-performance of the processor engaged under the clause 3.1.3, to the extent the processor breaches the Data Protection Provisions.

3.1.5   The Processor is aware that pursuant to Article 28(10), if the Processor exceeds the scope of the powers given with the Annex and the Agreement and processes the Personal Data for other purposes, then the Processor shall be considered to be a controller in respect of that processing.

4   RIGHTS AND OBLIGATIONS OF THE CONTROLLER

4.1   The Controller shall process the Personal Data in accordance with the Data Protection Provisions and the good practice of data processing. The Controller may provide documented instructions to the Processor. The Processor will notify the Controller of the instructions that cannot be performed or if the instructions are infringing the Data Protection Provisions. In case of the Controller demands the Processor to perform the instructions, the Processor has the right to terminate the Agreement.

4.2   The Controller shall ensure, that it has any necessary consent and permission from the data subject whose Personal Data is processed by the Processor under the Agreement, and it has notified the data subjects of the processing to the extent required by the Data Protection Provisions and the Agreement. The Controller is liable for any damages of the Processor, caused by the absence of the afore-mentioned consents, permissions and notices.

5   SPECIFICATION OF THE PERSONAL DATA BEING PROCESSED

5.1   The Processor shall process the Personal Data for which the Controller is a controller during the validity of the Agreement, and also after that, if it is required by applicable laws, to the scope and extent necessary for the performance of the Agreement, in accordance with the configurations agreed with the Controller.

5.2   In order to perform the Agreement, the Processor processes Personal Data that does not belong to the special categories of the Personal Data and which comprises of Personal Data made available to the Processor by the Controller including mainly the End Users of the Service.

6   NOTICES

6.1   All notices, regarding demands, claims or controversy in relation to this Annex, or breach, termination or validity, shall be considered to have been duly given, when delivered to the recipient in writing by registered mail, courier, e-mail or fax.

7   TERM AND TERMINATION

7.1   This Annex enters into force as of the moment the Controller starts to use the Processor's products The Annex shall remain in force until the termination of the Agreement or fulfilment of the obligations deriving from the Agreement.

7.2   In case the Controller objects to the use of any sub-processors by the Processor or the change of any sub-processors or demands the change of any data processing procedures exercised by the Processor or gives to the Processor instructions that cannot be fulfilled by the Processor, the Processor is entitled to terminate the Agreement using the ordinary cancellation measures stipulated in the Agreement. During the time period between the termination notice and the termination of the Agreement, the Processor is entitled to process the Personal Data using the procedures, means and sub-processor, as decided by the Processor. The Controller is not entitled to demand any changes in the aforementioned during the foregoing time period.