

Composity Data Processing Agreement

This Data Processing Agreement (“DPA”) reflects the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of applicable Data Protection Laws and Regulations. The DPA supplements the Terms of Service (the “Agreement”) and forms part of the Agreement or other written or electronic agreement between Data Processor and the Data Controller. This DPA is not valid or legally binding if there is no Agreement in place between Data Controller and Data Processor.

In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms and conditions of this DPA shall supersede and control. Terms not otherwise defined herein shall have the meaning as set forth in the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to the Data Controller pursuant to the DPA, Data Processor may process Personal Information on the behalf of the Data Controller and the parties agree to comply with following provisions with respect to any Personal Data, each act reasonably and in good faith.

This Data Processing Agreement is entered between Composity Ltd. and

****Your company name on the date of signing the DPA***

Parties:

- (1) Composity Ltd, a company registered in accordance with Bulgarian legislation, with Uniform Identification Code (EИК) 203252916, with its seat and registered office at 3 James Bouchier Str., 9002 Varna, Bulgaria, e-mail info@composity.com (herein referred to as “Data Processor”);
- (2) ***Your company name**, incorporated and register in *****, with company registration number *****, having its registered office at *****
(herein referred to as the “Data Controller”).

Each referred to as a “Party” and both of them jointly referred to as the “Parties”.

1. DEFINITIONS

“**Data Controller**” means the entity, which determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means an entity, which engages in the Processing of Personal Data on behalf of the Data Controller.

“**Data Protection Laws and Regulations**” means all local, state, national and/or foreign law, treaties, and/or regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“**Data Subject**” means an identified or identifiable person, to whom Personal Data relates.

“**GDPR**” means the General Data Protection 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.

“**Personal Data**” means any information relating to Data Subject which Data Processor Processes on behalf of Data Controller other than Anonymous Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Law.

“**Processing**”, “**Processes**”, “**Process**”, “**Processed**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as 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.

“**Sub-processor**” means any Data Processor engaged by Composity.

“**Services**” shall have the meaning set forth in the Agreement.

2. Processing of Data

2.1 Roles of the Parties

The parties acknowledge and agree that, with regard to the Processing of Personal Data, the Customer and/or their Affiliates are the Data Controller, Composity is a Data Processor and that Composity will engage Sub-processors pursuant to the requirements set forth in Section 6 “Sub-processors” below.

2.2 Composity's Processing of Personal Data

The Data Processor shall only process Personal Data for the purposes described in the Terms of Service and in accordance with the terms and conditions set forth in this DPA and any other documented instructions provided by the Data Controller.

2.3 Data Controller's Processing of Personal Data

The Data Controller shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller must ensure the instructions for the Processing of Personal Data shall not cause Processor to be in breach of the Data Protection Laws and Regulations. The Data Controller shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Data Controller has acquired Personal Data.

2.4 Subject-Matter and Nature of the Processing

The subject-matter of Processing of Personal Data by the Data Processor is the provision of the services to the Data Controller, which involve the Processing of Personal Data. Personal Data will be subject to those Processing activities as may be specified in the Agreement and an Order.

2.5 Purpose of the Processing

Personal Data will be Processed for purposes of providing the services set out and otherwise agreed to in the Agreement and any applicable Order.

2.6 Duration of the Processing

Personal Data will be Processed for the duration of the Agreement.

2.7 The Data Processor processes personal data about the Data Controller and the Data Controller's employees in connection with the Data Processor's sale, marketing, and product development. These personal data are not comprised by this Data Processor Agreement, because the Data Processor is data controller for said personal data, and reference is made to the Data Processor's data protection and privacy policy available at the Data Processor's website.

3. Rights of the Data Subjects

3.1 If the Data Controller receives a request from a Data Subject for the exercise of the Data Subject's rights under the Applicable Law, and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

3.2 If the Data Processor receives a request from a Data Subject for the exercise of the Data Subject's rights under the Applicable Law, and such request is related to the Personal Data of the Data Controller, the Data Processor must forward the request to the Data Controller and must refrain from responding to the person directly.

4. The Data Processor's Obligations

4.1 Security

Data Processor shall take the appropriate technical and organizational measures program, including administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data, appropriate to (a) the size, scope and type of Data Processor's business; (b) the amount of resources available to Composity; (c) the type of information Data Processor will store; and (d) the need for security and confidentiality of such information.

4.2 Confidentiality

Data Processor shall ensure for any personnel engaged in the Processing of Personal Data to be subject to confidentiality obligations with respect to the Personal Data in question. The Data Processor shall ensure access to Personal Data is limited to those personnel, performing Services in accordance with the Agreement.

The Data Processor shall also ensure all the Data Processor's employees processing the Personal Data perform processing actions in accordance with the Data Controller instructions.

4.3 Personal Data Breaches

The Data Processor will notify the Data Controller as soon as practicable, after becoming aware of any Personal Data Breach affecting any Personal Data. At the Controller's request, Processor will promptly provide the Controller with all reasonable assistance necessary, to enable the Controller to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if the Controller is required to do so under the Data Protection Law.

4.5 Data Transfers

The data will be processed within the Member state of the European Union (EU) or within the Member State of the European Economic Area (EEA). The Data Processor does not transfer the Personal Data to third countries or international organizations. Any transfer to a country which is not a Member State of the EU or EEA in the future will require the prior consent of the Data Controller and done in accordance with the Applicable Law.

4.6 Return or Deletion of Personal Data

The Data Processor shall return Personal Data to the Data Controller and, to the extent allowed by applicable law, delete Personal Data in accordance with the procedures and timeframes specified in the Privacy Policy and Terms of Service. If the Data Processor is unable to delete Personal Data for technical or other reasons, the Data Processor will apply measures to ensure that Personal Data is blocked from any further Processing.

4.7 Monitoring Rights of the Data Controller

Data Controller has the right to audit the technical and organizational measures taken by Data Processor, after prior consultation with the Data Processor. The Data Processor shall, upon Data Controller's written request and within a reasonable period of time, provide the Data Controller with all information necessary for such audit, to the extent, in which such information is within Data Processor's control and the Data Processor is not precluded from disclosing it by applicable law, a duty of confidentiality, or any other obligation owed to a third party.

5. Sub-Processors

5.1 Data Controller acknowledges and agrees that (a) Data Processor's Affiliates may be retained as Sub-processors; and (b) Data Processor respectively may engage third-party Sub-processors in connection with the provision of the Services. Data Processor has entered into a written agreement with each Sub-processor containing data protection obligations, not less protective than those in this DPA, with respect to the protection of Personal Data, to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 The Data Processor does not need any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-processor before any agreements are made with the relevant Sub-processors and before the relevant Sub-processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub-processor, the Data Controller shall give notice hereof in writing within seven (7) calendar days from receiving the notification from the Data Processor. The absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-processor.

5.3 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-processors listed below:

(i) Hosting supplier: Contabo GmbH, Aschauer Straße 32a, 81549, Munich, Germany

If the Data Processor initiates sub-processing with a new Sub-processor, such new Sub-processor shall be added to the list.

6. Limitation of Liability

6.1 The Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Data Processor Agreement as if this Data Processor Agreement is an integrated part hereof.

6.2 The total liability of each – Data Controller and Data Processor (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this DPA, whether in contract, tort, or other theory of liability is limited to the payments made under the Agreement in the 6 months before the occurrence of the circumstances leading to a breach of contract, or when taken together in the aggregate, shall not exceed 300€.

7. EUROPEAN SPECIFIC PROVISIONS

7.1 GDPR

With effect from 25 May 2018, Data Processor will Process Personal Data in accordance with the GDPR requirements directly applicable to Composity's provision of its Services.

7.2 With effect from 25 May 2018, upon Data Controller's request, Data Processor shall provide Data Controller with reasonable cooperation and assistance needed to fulfil Data Controller's obligation under the GDPR to carry out a data protection impact assessment related to Data Controller's use of the Services, to the extent Data Controller does not otherwise have access to the relevant information, and to the extent such information is available to Data Processor.

AS WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement:

DATA CONTROLLER

DATA PROCESSOR

Composity Ltd.

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date