DATA PROCESSING AGREEMENT

Date: *Number:*

Larssen company (Larssen CS OÜ, Larssen Capital OÜ and Larssen Legal OÜ) and its affiliates (hereinafter: '**the Processor**');

Customer of Larssen company or its affiliates, (hereinafter: '**the Controller'**);

hereinafter collectively referred to as '**the Parties**' and individually '**the Party**',

having regard to the fact that,

- the Controller has access to the personal data of various natural persons, i.e. its customers, business partners, employees, members of the management bodies, interested parties, employees of external companies, contact persons and other relevant natural persons, who entrusted their personal data to the Controller (hereinafter: '**the Data subjects**');
- the Controller authorizes the Processor to execute certain types of processing in accordance with the agreement (**contract for legal services / agreement on providing accountancy services / fax and mail forwarding agreement / contact person service agreement**) concluded with the Processor on (hereinafter: '**the Agreement**');
- the Controller has determined the purpose of and the means for the processing of personal data as governed by the terms and conditions referred to herein;
- the Processor has undertaken to fully comply with this data processing agreement (hereinafter: '**the Data Processing Agreement**') and to follow the security obligations stipulated herein and all other requirements of the Estonian Personal Data Protection Act (hereinafter: '**the EPDPA**');
- the Controller is hereby deemed to be the responsible party within the meaning of paragraph 28 (2) of the EPDPA;
- the Processor is hereby deemed to be the processor within the meaning of the EPDPA;
- where, within the meaning of this Data Processing Agreement, the EPDPA is referred to, from the 25th of May 2018 onwards, the corresponding provisions of the General Data Protection Regulation (**GDPR**)[1] are meant;
- the Parties, having regard also to the provisions of paragraph 29 (1) of the EPDPA, wish to determine their rights and duties in writing in this Data Processing Agreement,

an therefore have agreed as follows,

DEFINITIONS

Terms defined in the GDPR shall have the same meaning when used in this Data Processing Agreement. In addition, the definitions stipulated herein will apply in this Data Processing Agreement.

---

[1] GDPR stipulates that processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller, art. 28 (3).

> **GDPR:** is a regulation with the intent to strengthen and unify data protection for individuals/natural persons within the European Union (EU), Which replaces the data protection directive (95/46/EC) from 1995;
> **Personal Data:** means personal data as defined in the GDPR that the Processor processes on behalf and by instructions of Controller in connection with the Agreement.

Unless otherwise specified, all references to the GDPR shall be understood to be references to the applicable local equivalent which implements said reference into local law and *vice versa*.

I. PROCESSING OBJECTIVES

I.1. The Processor undertakes to process personal data on behalf and by instructions of the Controller in accordance with the conditions set out in this Data Processing Agreement (hereinafter: '**the DPA**'). The processing will be executed exclusively within the framework of the Agreement, and for all such purposes as may be agreed by the Parties.

I.2. The Processor shall refrain from making any use of the personal data for any purpose other than as specified by the Controller or in the Agreement. The Controller will inform the Processor of any such purposes which are not contemplated in this DPA.

I.3. All personal data processed on behalf of the Controller shall remain the property of the Controller and/or the relevant Data subjects.

I.4. The Processor shall take no solely decisions regarding the processing of the personal data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

I.5. Type of data and categories of data subjects shall be defined within the framework of the Agreement.

II. CONTROLLER'S OBLIGATIONS

II.1. The Controller undertakes to provide instructions to the Processor and determine the purposes and general means of the Processor's processing of personal data in accordance with the Agreement.

II.2. The Controller shall at all times comply with its protection, security and other obligations with respect to personal data prescribed by applicable laws regarding data protection requirements for data controllers by:
- establishing and maintaining a procedure for the exercise of the rights of the individuals whose personal data are processed on behalf of the Controller;
- processing only data that has been legally and validly collected and ensuring that such data will be relevant and proportionate to the respective individuals;
- ensuring compliance with the provisions of the DPA by its personnel or by any third-party accessing or using personal data on its behalf.

III. PROCESSOR'S OBLIGATIONS

III.1. The Processor undertakes to collect, process and use personal data from the Controller only for the purpose of providing, supporting and improving the services as described in the Agreement, which forms an integral part hereof, using appropriate technical and organizational security measures and in compliance with the instructions received from the Controller.

III.2. The Processor shall inform the Controller promptly if, in the Processor's opinion, an instruction from the Controller violates applicable data protections laws;

III.3. The Processor will inform the Controller if the Processor becomes aware of:

- ♦ any legally binding request for disclosure of personal data by a law enforcement authority, unless the Processor is otherwise restricted by law to inform the Controller, for example to preserve the confidentiality of an investigation by law enforcement authorities;
- ♦ any notice, inquiry or investigation by a competent supervisory authority with respect to personal data;
- ♦ any complaint or request (in particular, requests for access to, rectification or blocking of personal data) received directly from the Data subjects of the Controller. The Processor will not respond to any such request without the Controller's prior written authorization.

III.4. The Processor shall guarantee compliance with the applicable laws and regulations, including laws and regulations governing the protection of personal data, such as the EPDPA.

III.5. The Processor shall provide the Controller promptly on request with details regarding the measures it has adopted to comply with its obligations under this DPA and the EPDPA.

III.6. The Processor's obligations arising under the terms of this DPA shall apply also to whomsoever processes personal data under the Processor's instructions.

IV. TRANSMISSION OF PERSONAL DATA

IV.1. The Processor may process the personal data in countries outside the European Union. In addition, the Processor may also transfer the personal data to a country outside the European Union provided that such country guarantees an adequate level of protection and it complies with the other obligations applicable to it pursuant to this DPA and the EPDPA.

IV.2. Upon a corresponding request, the Processor shall notify the Controller as to which country or countries the personal data will be processed in.

V. ALLOCATION OF RESPONSIBILITY

V.1. The Processor shall only be responsible for processing the personal data under this DPA, in accordance with the Controller's instructions and under the responsibility of the Controller. The Processor is explicitly not responsible for other processing of personal data, including but not limited to processing for purposes that are not reported by the Controller to the Processor, and processing by third parties and / or for other purposes.

V.2. The Controller represents and warrants that it has explicit consent and/or a legal basis to process the relevant personal data, the consent is freely given and taken in accordance with applicable laws. The Controller represents and warrants that the content of the personal data being processed is not illegal and do not infringe any rights of third parties. In this context, the Controller indemnifies the Processor of all claims and actions of third parties related to the processing of personal data without explicit consent and/or legal basis under this DPA.

VI. AUTHORIZATION FOR ENGAGING OF THIRD PARTIES

VI.1. The Processor is authorised within the framework of the Agreement to engage third parties without the prior approval of the Controller being required. Upon a corresponding request of the Controller, the Processor shall inform the Controller about the third party/parties being engaged.

VI.2. The Processor shall in any event ensure that such third parties will agree and confirm in writing to the same obligations that are agreed between the Controller and the Processor.

VII. DUTY TO REPORT

VII.1. In the event of a security leak and/or the leaking of data, as referred to in paragraph 43 and 44 of the EPDPA, the Processor shall, to the best of its ability, notify the Controller thereof with undue delay, after which the Controller shall determine whether or not to inform the Data subjects and/or the relevant regulatory authority(ies). This duty to report applies irrespective of

the impact of the leak. The Processor will endeavour that the provided information is complete, correct and accurate.

VII.2. If required by law and/or regulation, the Processor shall cooperate in notifying the relevant authorities and/or the Data subjects. The Controller remains the responsible party for any statutory obligations in respect thereof.

VII.3. The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding:
   ◆ the (categories of) data being leaked;
   ◆ the scope/content of the data being leaked;
   ◆ the (suspected) cause of the leak;
   ◆ the (currently known and/or anticipated) consequences thereof;
   ◆ the (proposed) solution to anticipate the consequences;
   ◆ the measures that have already been taken.

VIII. SECURITY

VIII.1. The Processor will endeavour to take adequate technical and organisational measures against loss or any form of illegal processing (such as unauthorised disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this DPA.

VIII.2. The Processor does not guarantee that the security measures are effective under all circumstances and at all times. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the personal data and the costs related to the security measures, including as appropriate:
   ◆ the pseudonymisation and encryption of personal data and its transfer channels;
   ◆ the special authorization for access to personal data;
   ◆ the daily back-up of files and data transfer channels;
   ◆ the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
   ◆ the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
   ◆ a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

VIII.3. The Controller shall only make the personal data available to the Processor if it is assured that the necessary security measures have been taken. The Controller is responsible for ensuring compliance with the measures agreed by and between the Parties.

IX. HANDLING REQUESTS FROM INVOLVED PARTIES

IX.1. Where a Data subject submits a request to the Processor to inspect, as stipulated by paragraph 23 of the EPDPA, or to improve, add to, change or protect their personal data, as stipulated by paragraph 24 of the EPDPA, the Processor shall forward the request to the Controller and the request shall then be dealt with by the Controller. The Processor may notify the Data subject hereof.

X. NON DISCLOSURE AND CONFIDENTIALITY

X.1. All personal data received by the Processor from the Controller and/or compiled by the Processor within the framework of this DPA is subject to a duty of confidentiality with regard to third parties.

X.2. This duty of confidentiality will not apply in the event that the Controller has explicitly authorised the providing of such information to third parties, where the providing of the information to

third parties is reasonably necessary in view of the nature of the instructions and the implementation of this DPA, or if there is a legal obligation to make the information available to a third party.

XI. AUDIT

XI.1.   In order to confirm compliance with this DPA, the Controller shall be eligible to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit shall follow the Processor's reasonable security requirements, and will not interfere unreasonably with the Processor's business activities.

XI.2.   The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than four weeks after the Controller has provided written notice to the Processor.

XI.3.   The findings in respect of the performed audit shall be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties.

XI.4.   The costs of the audit will be borne by the Controller.

XII. DURATION AND TERMINATION

XII.1.   This DPA is entered into for the duration set out in the Agreement, and in the absence thereof, for the duration of the cooperation between the Parties.

XII.2.   The DPA may not be terminated in the interim.

XII.3.   This DPA may only be amended by the Parties subject to mutual consent in writing.

XII.4.   The Processor shall provide its full cooperation in amending and adjusting this DPA in the event of new privacy legislation.

XII.5.   The Processor at the choice of the Controller, deletes or returns all the personal data to the Controller upon termiation of the Agreement relating to processing, and deletes existing copies unless applicable law requires storage of the personal data.

XIII. MISCELLANEOUS

XIII.1.   The DPA and the implementation thereof shall be governed by Estonian law.

XIII.2.   Any disputes arising between the Parties in connection with and/or arising from this DPA will be referred to the competent Estonian court in the district where the Processor has its registered office.

XIII.3.   In the case of any inconsistency between documents and appendices thereto, the following order of priority will apply:
1. the Agreement;
2. this DPA;
3. additional conditions, where applicable.

XIII.4.   Logs and measurements taken by the Processor shall be deemed to be authentic, unless the Controller supplies convincing proof to the contrary.