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AGREEMENT FOR ACCESS, WHICH MAY RESULT IN PERSONAL DATA PROCESSING

Between

“K MEDIA TECH” Ltd, a company established and existing in accordance with the laws of the Republic of Bulgaria, with seat and registered office at ap. 12, fl. 2, entr. B, bl. 68, Manastirski Livadi Residential District, Sofia, UIC 202249002 (“Personal Data Processor”), referred to hereinafter as the “Parties”, and you or the entity you represent (“Controller”).

WHEREAS:

- (1) This agreement is part of the Terms of Service (“Main Agreement”), Privacy Policy and other relevant policies
- (2) The performance of the Main Agreement DOES NOT require and suggest that the Personal Data Processor to process personal data, provided by the Controller (“Controller’s Personal Data”), any and all responsibility for and with respect to the processing of personal data, collected and processed for the purposes of the operation of the website, stored on “K MEDIA TECH” Ltd’s servers shall be borne by the Personal Data Controller and/or the persons, with whom he has signed contracts for the processing of the personal data of his clients;
- (3) The provisions of this contract shall apply solely in the cases, where for technical reasons or at Controller’s express

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request "K MEDIA TECH" Ltd exercises access, through his employees, to the personal data, processed by the Personal Data Controller as the Parties hereby would like to settle their relations with respect to the access and/or if necessary – the processing of Controller's Personal Data in accordance with the requirements of art. 28(3) of 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 (the "Regulation");

(4) The relations between the Parties hereunder shall also be governed by Directive 2000/31/EU of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce'), exempting from responsibility the persons, offering storage/hosting services, for any unlawful activities of their clients – article 14 and 15 of the Directive.

(5) In the performance of his obligations and duties, arising from or related to the Main Agreement, the Personal Data Processor shall not in any way rely on the services of any third parties or persons and he shall not assign any part of his obligations and duties to any subcontractors or third parties or persons.

(6) The Employees of the Processor of Controller's Personal Data have undertaken in writing, pursuant to the applicable

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legislation, in case of access to Controller's Personal Data not to process, use or distribute them in any manner whatsoever, apart from the purposes, for which the access to such data is required;

(7) The Processor of Controller's Personal Data has taken special measures for safeguarding the personal data processed by the Controller, having implemented in his operations, the necessary technical measures and equipment, required for the maximum limitation of the persons, premises and equipment, which may be used to access Controller's data.

By virtue of art. 28(3) of the Regulation,

THE PARTIES AGREED AS FOLLOWS:

Article 1. Processing of Controller's Personal Data

(1) The Personal Data Processor shall strictly comply with any and all applicable legal provisions in processing Controller's Personal Data, accessed at Controller's request.

(2) The Personal Data Processor shall only process Controller's Personal Data on Controller's documented instructions, unless required to perform the processing by virtue of the relevant applicable law. In this case the Personal Data Processor shall notify the Controller regarding such legal obligation, as far and to the extent this is permitted by the applicable law, before commencing the processing of the respective Controller's Personal Data.

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(3) The Personal Data Processor is prohibited from using or in any other way processing Controller's Personal Data for purposes, different from the provision of Controller's services, set out in the Main Agreement and only in the period, agreed in the Main Agreement. The Personal Data Processor shall always act in accordance with the documented instructions off the Controller.

(4) Schedule No. 1 to this Personal Data Processing Contract contains information regarding the processing of Controller's Personal Data. The Controller shall be entitled to unilaterally and by means of a written notice to the Personal Data Processor, make reasonable amendments from time to time, to Schedule No. 1, if the Controller reasonably believes such amendments to be necessary in order to ensure his compliance with the applicable personal data protection law.

(5) The Personal Data Processor may not disclose or provide Controller's Personal Data to any third parties.

Article 2. Personal Data Processor Employees

(1) The Processor shall take all reasonable measures to ensure the reliability of all his employees, agents and co-contractors, as well as the employees, agents and co-contractors personal data processors he has selected, who may have access to Controller's personal data.

(2) In any case, the Personal Data Processor shall limit any access to Controller's Personal Data only to those persons,

who need to know and/or have access to the respective Controller's Personal Data, as far and to the extent this is necessary for the purposes of the Main Agreement, as well as for the compliance with the obligations and responsibilities of the applicable law, within the context of the obligations of the respective person to the Personal Data Processor and the other personal data processors, ensuring that any and all such persons are bound by a contractual or regulatory confidentiality requirement.

Article 3. Security of Controller's Personal Data

(1) Taking into consideration the achievements of the technical progress, the current best practices in the industry and state-of-the-art of the technologies, the cost for their implementation and the nature, scope, context and objectives of the processing of Controller's personal data, as well as any and all risks to the rights and freedoms of the data subjects and in particular, the risk of breaching the security of Controller's personal data, the Personal Data Processor must introduce, with respect to Controller's personal data suitable technical and organizational measures, ensuring proper level of security. In particular, the Personal Data Processor shall introduce suitable technical and organizational measures, which will ensure the protection of Controller's personal data against accidental or unlawful destruction, accidental loss (including deletion), change (including damage), unauthorized disclosure, use or access, as well as against any and all other

forms of unlawful processing. In particular, the Personal Data Processor shall introduce controlled access and any personal data, downloaded on portable devices or transferred by electronic means, shall always be encrypted and there shall be a process in place for the ongoing testing and evaluation of the efficiency of the technical and organizational measures, in order to ensure the security of the processing.

(2) The Parties agree that the introduction of the following technical measures, shall be considered suitable and appropriate:

(a) ensuring ongoing confidentiality, integrity, accessibility and flexibility of the processing systems, used by the Personal Data Processor;

Article 4. Obligations of the Personal Data Processor regarding the Controller

(1) Taking into consideration the nature of the processing of Controller's personal data, the Processor agrees to support the Controller in the implementation of suitable technical and organizational measures, as far as possible, for the fulfilment of Controller obligations to respond to any requests by data subjects, who wish to exercise their rights in accordance with the personal data protection laws, applicable to the Controller. The Parties agree that the implementation of the following technical measures shall be considered suitable, taking into consideration the nature of processing:

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(a) data mapping, enabling the exercising off the rights of the data subjects to be forgotten, should such a request be submitted;

(2) The Processor agrees to notify the Controller immediately and always within 72 hours, if the Personal Data Processor has received a request from a data subject, requesting to exercise his/her right, related to Controller's Personal Data in accordance with the applicable law.

(3) The Personal Data Processor shall ensure that none of his employees shall respond to any requests, as per para. 2, unless he/she has obtained the documented instructions of the Controller or in accordance with his/her obligations, according to the law, applicable to the Personal Data Processor or the respective employee. If the response to the request is required by the applicable law, the Personal Data Processor or the Subcontractor shall, as far and to the extent this is permitted by the applicable law, notify the Controller regarding such legal obligation to respond, before actually responding to the request.

(4) The Personal Data Processor shall provide the Controller with reasonable cooperation in the preparation of the assessment of the impact on data protection and the preliminary consultations with the competent personal data protection supervisory bodies, as far and to the extent considered necessary by the Controller, in accordance with article 35 and article 36 of the Regulation.

(5) The Personal Data Processor may not transfer Controller's Personal Data to any third countries without Controller's express written consent.

(6) The limitation, regarding transfers to third countries shall not apply if the Personal Data Processor is obliged to transfer Controller's Personal Data by virtue of the law, applicable to the Personal Data Processor. In these cases, the Personal Data Processor shall notify the Controller regarding such an obligation, prior to processing Controller's Personal Data, unless the applicable law expressly prohibits the provision of such information for important reasons, related to the public interest.

Article 5. Breaches of Personal Data's Security

(1) The Personal Data Processor shall notify the Controller of any and all breaches of the security of Controller's personal data, immediately and not later than 24 hours, after the Personal Data Processor or his employees discover the security breach. The Personal Data Processor shall provide the Controller with sufficient information, so that the Controller is able to fulfil his obligations to report or notify the personal data subjects of the breach of the data security, in accordance with the requirements of the law, applicable to the Controller.

(2) The Personal Data Processor shall provide due cooperation to the Controller and undertake any and all reasonable commercial steps, as specified by the Controller, in order to

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investigate, mitigate the adverse effects and remedy any such breach of the personal data security.

Article 6. Deletion of Controller's Personal Data

(1) The Personal Data Processor shall immediately, and in any case not later than 1 year after discontinuation of the provision of the services, including the processing of Controller's Personal Data, delete in a manner, preventing any recovery, and ensure the deletion of any and all copies of Controller's Personal Data, processed for the purposes of providing the services as per the Main Agreement.

(2) At Controller's request the Personal Data Processor shall provide the Controller with a written certificate. Evidencing that the Personal Data Processor has fulfilled all his obligations hereunder.

(3) Without prejudice to the provisions of the preceding paragraphs, all Personal Data Processors are entitled to store Controller's Personal Data, so far and to the extent this is required by the legislation, applicable to them, but only within the scope and terms in accordance with the applicable law. In this case, the Personal Data Processor shall ensure the confidentiality of controller's personal data and make sure that Controller's personal data is solely processed for the purposes, as set out in the applicable law, requiring the storage of Controller's Personal Data.

Article 7. Liability and Indemnities

The Personal Data Processor shall be responsible and shall indemnify, keep harmless and protect the Controller and his employees and agents, for and against any and all costs, liability and claims of any nature whatsoever, incurred or suffered by the Controller and arising from or related to any breach, act of negligence, error or inaction of the Personal Data Processor, his personnel, arising from or related to the personal data protection and security requirements, set out in the Main Agreement and this Personal Data Processing Contract.

Article 8. International Transfers

(1) The Personal Data Processor shall notify in advance the Controller of the countries and territories, where the Personal Data Processor and his Subcontractors shall process Controller's Personal Data, undertaking to comply with any and all additional reasonable instructions of the Controller with respect to such processing

(2) In the cases, when the provision of the services, makes it necessary that Controller's Personal Data is shared or disclosed to a Personal Data Processor, situated outside the European Economic Area, the Processor shall not be entitled to transfer personal data, unless:

(a) the transfer of Controller's Personal Data is made to a third country, with respect to which the European Commission has adopted a decision of adequacy; or

(b) the transfer of Controller's Personal Data takes place, based on any of the legal reasons as set out in art. 26 of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data or Chapter Five of the Regulation, as applicable (such as Standard Terms and Conditions of Contract or Compulsory Corporate Rules).

Article 9. Miscellaneous

(1) So far and to the extent the subject matter of this Personal Data Processing Contract is concerned, in case of discrepancies between the clauses of this Personal Data Processing Contract and any other agreement between the Parties, including the Main Agreement, the provisions of this Personal Data Processing Contract shall prevail.

(2) This Personal Data Processing Contract shall be governed by the Bulgarian law and the Bulgarian courts shall have the exclusive jurisdiction over any and all disputes that may arise from or are related from this Personal Data Processing Contract.

(3) Should any provision of this Personal Data Processing Contract is or becomes invalid or inapplicable, the remaining part of this Personal Data Processing Contract shall remain valid and in full legal effect. Any such invalid or inapplicable provision shall be amended, as necessary, in order to ensure

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its validity and applicability, taking into consideration, as fully as possible, the initial intentions and will of the Parties.