DATA PROCESSING AGREEMENT

When setting up your account you the Customer electronically agreed to the following Data Processing Agreement (DPA).

The agreement is entered into between **Sovereign Net Limited** with its registered office at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands, hereby duly represented by its managing director Colin Klinkert, hereinafter referred to as "SERPed.net" and the **Customer**, binding on the basis of your electronic acceptance of SERPed.net's Terms of Service when setting up your account.

Hereinafter collectively referred to as the "Parties" and individually as a "Party".

CONSIDERATIONS

Within the context of the performance of certain activities and services for the Customer, SERPed.net shall have access to personal data and/or will have to process these personal data, for which the Customer is responsible as 'controller' or 'processor' in accordance with

- the General Data Protection Regulation of 27 April 2016 ('the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC') hereinafter referred to as "GDPR".

Through this agreement Parties wish to determine in writing their mutual agreements with regard to

- managing, securing and/or processing of such personal data and
- Parties' obligation to comply with the Privacy Legislation.

THEREFORE, the PARTIES HAVE AGREED AS FOLLOWS

1) DEFINITIONS

In this agreement, the following concepts have the meaning as follows:

Subscription:

All activities, performed by SERPed.net for the Customer, and any other form of cooperation whereby SERPed.net Processes Personal Data for the Customer, regardless of the legal nature of the agreement under which this Processing takes place;

Controller:

The entity, which determines the purposes and means of the Processing of Personal Data;

Data Subject:

A natural person to whom the Personal Data relates;

Data Breach:

Unauthorized disclosure, access, abuse, loss, theft or accidental or unlawful destruction of Personal Data, which are processed by SERPed.net on behalf of the Customer;

Personal Data:

Any information relating to an identified or identifiable natural person;

Offering:

The online application of SERPed.net, which offers an integration of various services that ensure a more efficient business administration of its customers.

Processor:

The entity which Processes Personal Data on behalf of the Controller;

Process/Processing:

Any operation or set of operations which is performed upon Personal Data or sets of Personal Data, including, but not limited to: 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 of Personal Data;

Services:

All services, provided by SERPed.net to the Customer with respect to the offerings and/or the services (such as but no limited to support, webinars, e-books);

Sub-processor:

Any Processor engaged by SERPed.net.

The agreement includes the following annexes:

Annex I:

Overview of (i) the Personal Data, which Parties expect to be subject of the Processing, (ii) the categories of Data Subjects, which Parties expect to be subject of the Processing, (iii) the use (i.e. the way(s) of Processing) of the Personal Data, (iv) the goals and means of such Processing and (v) the term(s) during which the (different types of) Personal Data shall be stored;

Annex II:

Overview and description of the security measures taken by SERPed.net under this agreement.

ROLES OF THE PARTIES

2. Parties acknowledge and agree that with regard to the Processing of Personal Data, the Customer shall be considered 'Controller' and SERPed.net'Processor'.

Further, SERPed.net is allowed to engage Sub-processor(s) pursuant to the requirements set forth in Article 6 of the GDPR

USE OF THE OFFERING

3.1 The Customer acknowledges explicitly that:

- SERPed.net purely acts as a facilitator of the Offerings. Hence, the Customer shall be solely responsible on how it makes use of the Offerings;

- As a result of the use of the Platform, a number of integrations shall automatically be made through the application programming interface ('API'). All other integrations offered by SERPed.net are optional and shall only be made upon explicit request of the Customer;

- It shall be solely responsible to comply with all laws and regulations (such as but not limited to the retention period) imposed on it by making use of the Offerings.

3.2 In case of misuse by the Customer of the Offerings, the Customer agrees that SERPed.net can never be held liable in this respect nor for any damage that would occur from such misuse.

3.3 The Customer therefore undertakes to safeguard SERPed.net when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

OBJECT

4.1   Customer acknowledges that as a consequence of making use of the Offerings of SERPed.net, the latter shall Process Personal Data as collected by the Customer.

4.2   SERPed.net shall Process the Personal Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.

4.3   SERPed.net shall only Process the Personal Data upon request of the Customer and in accordance with its instructions, as described in Annex I, unless any legislation states otherwise.

4.4   The Customer, as Controller, owns and retains full control concerning

(i) the Processing of Personal Data,

(ii), the types of Personal Data Processed,

(iii), the purpose of Processing and

(iv) the fact whether such Processing is proportionate (non-limitative).

4.5   Moreover, the Customer shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Data, entered into the Platform, and the means by which it acquired such Personal Data.

4.6   The responsibility and control concerning the Personal Data, subject to this Agreement, shall thus never be vested in SERPed.net.

SECURITY OF PROCESSING

5.1   SERPed.net implements appropriate technical and organizational measures
for the protection of

- Personal Data – including protection against careless, improper,
unauthorized or unlawful use and/or Processing and against accidental
loss, destruction or damage –

- the confidentiality and integrity of Personal Data, as set forth in Annex II.

SUB-PROCESSORS

6.1   The Customer acknowledges and agrees that SERPed.net may engage
third-party Sub-processors in connection with the Offerings. In such case,
SERPed.net shall ensure that the Sub Processors are at least bound by the
same obligations by which SERPed.net is bound under this agreement.

6.2.   The Customer authorizes SERPed.net to use the sub-processors as listed on
the SERPed.net Sub Processors page of the Sites.

6.3   SERPed.net undertakes to inform the Customer in writing of any intended
change to the aforementioned list (e.g. adding or replacing a Sub-processor).

6.4   Without prejudice to Article 6.3 of GDPR, the Customer is entitled to oppose
against a new Sub-processor appointed by SERPed.net in case it concerns a
Sub-Processor of a standard integration.

6.5   If the Customer wishes to exercise its right to object, the Customer shall notify
SERPed.net in writing and in a reasoned manner by the latest within ten (10)
days upon receipt of SERPed.net's notice (Article 6.3 of GDPR).

6.6   In the event the Customer objects to a new Sub-processor and such objection is not found unreasonable, SERPed.net will use reasonable efforts to

- make available to the Customer a change in the Offerings and/or the Services or

- recommend a commercially reasonable change to the Customer's configuration or use of the Offerings and/or the Services to avoid Processing of Personal Data by the objected new Sub-processor without unreasonably burdening the Customer.

6.7   If SERPed.net is, however, unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days following the objection of the Customer), the Customer may terminate the agreement with SERPed.net on the condition that:

- The Platform cannot be used by the Customer without appealing to the objected new Sub-processor; and/or

- Such termination solely concerns the Services which cannot be provided by SERPed.net without appealing to the objected new Sub-processor;

And this by providing written notice thereof to SERPed.net within a reasonable time.

DATA PROTECTION OFFICER

7.1   SERPed.net has appointed a data protection officer.

7.2   The appointed data protection officer is may be reached at

privacy@serped.net

TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

8.1   Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain

- standard contractual clauses as published in the Decision of the European Commission of February 5, 2010 (Decision 2010/87/EC) or

- other mechanisms foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

CONFIDENTIALITY

9.1   SERPed.net shall maintain the Personal Data confidential and thus not disclose nor transfer any Personal Data to third parties, without the prior written agreement of the Customer, unless when:

- Explicit written deviation from this agreement;

- Such disclosure and/or announcement is required by law or by a court or other government decision (of any kind). In such case SERPed.net shall, prior

to any disclosure and/or announcement, discuss the scope and manner

thereof with the Customer.

9.2   SERPed.net shall ensure that its personnel, engaged in the performance of the Subscription, are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. SERPed.net shall ensure that such

confidentiality obligations survive the termination of the personnel engagement.

9.3   SERPed.net shall ensure that its access to Personal Data is limited to such personnel performing the Subscription in accordance with the agreement.

NOTIFICATION

10.1 SERPed.net shall use its best efforts to inform the Customer within a reasonable term when it:

- Receives a request for information, a request for inspection or audit from a competent public authority in relation to the Processing of Personal Data;

- Has the intention to disclose Personal Data to a competent public authority;

- Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Data.

10.2   In case of a Data Breach, SERPed.net:

- Notifies the Customer without undue delay after becoming aware of a Data Breach and shall provide – to the extent Data processing agreement – SERPed.net as processor and the customer as controller possible – assistance to the Customer with respect to its reporting obligation under the Privacy Legislation;

- Undertakes – as soon as reasonably possible – to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit any future Data Breach.

RIGHTS OF DATA SUBJECTS

11.1   To the extent the Customer – in its use of the offerings and/or the Services – does not have the ability to correct, amend, block or delete Personal Data, as required by Privacy Legislation, SERPed.net shall – to the extent it is legally permitted to do so – comply with any commercially reasonable request by the Customer to facilitate such actions.

11.2   To the extent legally permitted, the Customer shall be responsible for any costs arising from SERPed.net's provision of such assistance.

11.3   SERPed.net shall, to the extent legally permitted, promptly notify the Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data. SERPed.net shall, however, not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to the Customer to which the Customer hereby agrees.

11.4   SERPed.net shall provide the Customer with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Customer does not have access to such Personal Data through its use of the Platform and/or the Services.

11.5   To the extent legally permitted, the Customer shall be responsible for any costs arising from SERPed.net's provision of such assistance.

RETURN AND DELETION OF PERSONAL DATA

12.1   Upon termination of the subscription and/or termination of the agreement, SERPed.ne tshall notify the Customer that it has the possibility during a term,

as mentioned in such notification, to export the Personal Data from the Platform through the available export tools.

12.2 Once the aforementioned term regarding export has passed, SERPed.net shall first delete the Personal Data via 'soft deletion' and subsequently, once a term of six (6) months has passed, anonymize the Personal Data.

CONTROL

13.1 SERPed.net undertakes to provide the Customer with all information required by the Customer to allow verification whether SERPed.net complies with the provisions of this agreement.

13.2 In this respect SERPed.net shall allow the Customer (or a third party on which the Customer appeals) to undertake inspections – such as but not limited to an audit and to provide the necessary assistance thereto to the Customer or that third party.

MISCELLANEOUS

14.1 The agreement lasts as long as the Subscription has not come to an end. The provisions of this agreement shall apply to the extent necessary for the completion of this agreement and to the extent intended to survive the end of this agreement (such as but not limited to Article 9 and 15 of GDPR).

14.2 If one or more provisions of this agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such event, Parties shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of this agreement. If Parties do not

reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

14.3   Deviations, alterations and/or additions to this agreement shall only be valid and binding to the extent that they have been accepted in writing by both Parties.

14.4   This agreement and the corresponding rights and obligations that exist in respect of the Parties, cannot be transferred, directly or indirectly, without the prior written consent of the other Party.

14.5   (Repeatedly) non-enforcement by a Party or by both Parties of any right or provision of this agreement, can only be regarded as a toleration of a certain state, and does not lead to forfeiture

14.6   This agreement prevails to any other agreement between the Parties.

APPLICABLE LAW AND JURISDICTION

15.1   All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be governed by and construed in accordance with the laws of **the British Virgin Islands** without giving effect to any other choice of law or conflict-of-laws rules or provisions (British Virgin Islands, foreign or international) that would cause the laws of any country other than **the British Virgin Islands** to be applicable.

15.2   Any dispute concerning the validity, interpretation, enforcement, performance or termination of this agreement shall be submitted to the exclusive jurisdiction of the courts of **the British Virgin Islands** .

Annex I – Overview of Personal Data

I. <u>Overview of the Personal Data, which Parties expect to Process</u>

- Name
- First name
- User account
- Password
- E-mail
- Telephone number (landline/mobile)
- Home address
- Other Personal Data, depending on the free fields added by the Customer

II. <u>The categories of Data Subjects whose Personal Data shall be Processed:</u>

- Employees
- Prospects
- Customers
- Suppliers
- Business partners
- Service providers
- Other

III. <u>The use (= way(s) of Processing) of Personal Data and the means and purposes</u>

<u>of Processing:</u>

Use of Personal Data:

- Retention in the Platform and/or the app
- Processing

Means of Processing:

- Through SEPRed.net's developed software
- Integrations:
- Standard integrations
- Integrations selected by the Customer

Purpose of Processing:

- Standard integrations
- Management of tasks, meetings, calls
- Adding Personal Data to the CRM and Marketing tool in order to follow-up sent emails and management of contacts and companies

- Invoicing
- Management of users / teams of users of the Platform
- Creation and management of support tickets
- Creation and management of projects
- Creation of SERPed.net accounts by the Customer
- Integrations selected by the Customer (the purpose of Processing of such integrations shall depend on the integrations selected

SERPed.net opts for 'soft deletion' to deal with, such as but not limited to, mistakes/errors from the Customer and reactivation of the SERPed.net account upon termination thereof.

Upon termination of the subscription and/or the agreement, SERPed.netshall also be entitled to retain the anonymized Personal Data (or part thereof) for statistical and analytical reasons.

The Customer acknowledges that the summary, as mentioned above, provides a general overview of the Personal Data, which SERPed.net may Process through its Offerings or/and service. In case the Offerings or/and service is customized following a request of the Customer (through integrations available on the Marketplace), SERPed.net can upon explicit request from the Customer provide a customized/updated overview response and make it available on the Platform.

 IV. The term(s) during which the (different types of) Personal Data shall be stored:

SERPed.net shall retain the Personal Data as long as the Subscription and/or the agreement is ongoing. Once the Subscription and/or the agreement has been terminated and the period of export (i.e. 8-calendar days) by the Customer has expired; SERPed.net shall first delete all the account data except personal data such as Name and Email.

SERPed.net keeps this personal data (name and email) to communicate with the users and ensure the security of this data in compliance with GDPR.

This personal data shall also be deleted completely **on the request of the customer,** anonymize the Personal Data.

SERPed.net shall first delete the Personal Data via 'soft deletion' and subsequently, once a term of **six (6) months**has passed, anonymize the Personal Data.

Notwithstanding this standard rule, SERPed.net shall – if required – apply a shorter/longer retention period and consequently delete the concerned Personal Data via 'soft deletion'. In any event, such 'soft deletion' shall always be followed by anonymization upon termination of the Subscription and/or agreement (as described above).

Annex II – Description of security measures

This document entails the technical and organizational security measures implemented by SERPed.net in support of its (Processing) activities, as set forth by the

Privacy Legislation.

I. Access Control of Processing Areas (Physical)

Web applications, communications and database servers of SERPed.net are located in secure data centers in the United States, which are operated by **Digital Ocean LLC.**

II. Access Control to Personal Data Processing Systems (Logical)

SERPed.net has implemented suitable measures to prevent its Personal Data Processing systems from being used by unauthorized persons.

This is accomplished by:

- Establishing the identification of the terminal and/or the terminal user to the SERPed.net systems;
- Automatic time-out of user terminal if left idle. Identification and password required to reopen;
- Automatic lock out of the user ID when several erroneous passwords are entered. Events are logged and logs are reviewed on a regular basis;
- Utilizing firewall, router and VPN-based access controls to protect the private service networks and back-end-servers;
- Ad hoc monitoring infrastructure security;
- Regularly examining security risks by internal employees and third party auditors;
- Issuing and safeguarding of identification codes;
- Role-based access control implemented in a manner consistent with principle of least privilege;
- Access to host servers, applications, databases, routers, switches, etc., is logged;
- Making use of commercial and custom tools to collect and examine its Platform and system logs for anomalies.

III. Availability Control

SERPed.net has implemented suitable measures to ensure that Personal Data is protected from accidental destruction or loss.

This is accomplished by:

- Redundant service infrastructure;
- Constantly evaluating data centers and Internet service providers (ISPs) to optimize performance for its customers in regards to bandwidth, latency and disaster recovery isolation;
- Situating data centers in secure co-location facilities that are ISP carrier neutral and provide physical security, redundant power, and infrastructure redundancy;
- Service level agreements from ISPs to ensure a high level of uptime;
- Rapid failover capability.

IV. Transmission Control

SERPed.net has implemented suitable measures to prevent Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media.

This is accomplished by:

- Use of adequate firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- Sensitive Personal Data is encrypted during transmission using up to date versions of TLS or other security protocols using strong encryption algorithms and keys;
- Protecting web-based access to account management interfaces by employees through encrypted TLS
- End-to-end encryption of screen sharing for remote access, support, or real time communication.

V. Input Control

SERPed.net has implemented suitable measures to ensure that it is possible to check and establish whether and by whom Personal Data have been input into Personal Data Processing systems or removed.

This is accomplished by:

- Authentication of the authorized personnel;
- Protective measures for Personal Data input into memory, as well as for the reading, alteration and deletion of stored Personal Data, including by documenting or logging material changes to account data or account settings;
- Segregation and protection of all stored Personal Data via database schemas, logical access controls, and/or encryption;
- Utilization of user identification credentials;
- Physical security of data processing facilities;
- Session timeouts.

VI. Monitoring

SERPed.net does not access Personal Data of the Customer, except:

- To provide the required services under the agreement with the Customer;
- In support of its customer experience;
- As required by law; or
- Upon request of the Customer.

This is accomplished by:

- Individual appointment of system administrators;
- Adoption of suitable measures to register system administrators' access logs to the infrastructure.