

Personal Data Processing Agreement

This Personal Data Processing Agreement, including its Schedules (the “DPA”) forms an integral part of the Agreement or other written or electronic agreement between Roima and Customer for the purchase of services from Roima (the “Main Agreement”) and the purpose of this DPA is to reflect the parties agreement with regard to the processing of Personal Data.

The parties in this DPA are specified in the Main Agreement where the Customer is a controller in this DPA (the “Controller”) and the Roima entity is a processor (the “Processor”).

Hereinafter the Controller and the Processor are separately referred to as a “Party” and jointly as the “Parties” as the context may require.

1 Background and Purpose

- 1.1 The purpose of this DPA is to set out the terms and conditions for the processing of Personal Data by the Processor on behalf of the Controller, in accordance with the applicable Data Protection Regulation.
- 1.2 The purpose and means for processing of the Personal Data are primarily set forth in the Main Agreement. Under this DPA, the Processor shall process the Personal Data that the Processor has received or that the Controller has otherwise transferred to the Processor for the purposes of the performance of the Main Agreement.
- 1.3 The Controller acts as the Data Controller and the Processor acts as the Data Processor, as referred to in the Data Protection Regulation.

2 Definitions

- 2.1 For the purposes of this DPA, the following terms and expressions, including their grammatical variations, shall have the meaning set forth below:

“Affiliate”	Affiliates means any corporation or company directly or indirectly owning, owned by or under common control with either Party to the extent that the ownership is of more than fifty per cent (50%) of the stock entitled to vote for the election of directors
“Confidential Information”	means all material and information received from the other Party, including but not limited to Personal

	Data, regardless of the possible media and received in whatever form marked as confidential or otherwise deemed to be confidential.
“Data Controller”	means a data controller as defined in Data Protection Regulation determining the purpose and means of Personal Data processing.
“Data Protection Regulation”	means the General Data Protection Regulation “GDPR” (2016/679/EU) and other applicable data protection legislation and regulation in force and amended from time to time as well as instructions and binding orders of data protection authorities.
“Data Subject”	means an individual whose Personal Data is processed by the Data Processor under this DPA and the Main Agreement.
“Data Processor”	means a data processor as defined in Data Protection Regulation processing Personal Data on behalf of the Controller.
“Personal Data”	means any information relating to an identified or identifiable natural person considered as personal data under applicable Data Protection Regulation, and which the Processor has received from the

	Controller whether before or after the signing of this DPA.
“Personal Data Breach”	means a breach of security leading to an accidental, unlawful, or unauthorised destruction, loss, alteration, unauthorised disclosure to or access to by third parties of Personal Data, or if the confidentiality, integrity, and availability of the Personal Data is compromised due to any other event.
“Standard Contractual Clauses”	means the standard contractual clauses for the transfer of personal data to third countries pursuant to GDPR, as published by the European Commission on 4 June 2021 and any amendments thereto.
“Sub-processor”	means a third party whose services the Processor uses to process the Personal Data in accordance with the terms of this DPA.
“Supervisory Authority”	means any competent authority under the Data Protection Regulation.

2.2 Any terms not defined herein shall have the meaning set forth to them in the Data Protection Regulation or in the Main Agreement.

3 Processing of Personal Data

3.1 The Processor shall only process the Personal Data in accordance with the written instructions provided by the Controller to the Processor. These instructions are laid down in this DPA and the Main Agreement. The Controller may also provide additional written instructions or change the instructions from time to time. The subject, purpose and means for processing of the Personal Data are set forth in the Main Agreement or in the documented instructions received from the Controller prior to the start of processing the Personal Data.

3.2 The groups of Personal Data processed in the context of the Main Agreement as well as the groups of Data Subjects have been defined in Schedule 1 of this DPA.

4 Rights and Responsibilities of the Parties

4.1 The Data Controller shall:

- i) process the Personal Data in compliance with the Data Protection Regulation and good data protection practice;

- ii) be entitled to give more detailed instructions to the Processor on the processing of the Personal Data;
- iii) control the use and processing of the Personal Data;
- iv) retain title and ownership to the Personal Data;
- v) be responsible for the lawfulness of the processing of Personal Data; and
- vi) be responsible that it has the right to transfer the Personal Data to the Processor.

4.2 The Data Processor shall:

- i) process Personal Data in compliance with the Data Protection Regulation and good processing practice with appropriate precautions and by high professional standards;
- ii) process the Personal Data only in accordance with the terms of this DPA and documented instructions of the Controller;
- iii) maintain an up-to-date record of all processing of the Personal Data carried out on behalf of the Controller;
- iv) ensure that the access of its employees and other personnel to the Personal Data is strictly limited to need to know basis, and that such employees and other personnel have undertaken to keep the Personal Data confidential;
- v) taking into account the latest technology, implement appropriate technical, physical, and organisational measures to ensure a high level of security for the processing of the Personal Data and to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- vi) taking into account the nature of the processing of the Personal Data, assist the Controller, insofar as is possible, with appropriate technical and organisational measures to fulfil the Controller’s obligation to reply to requests concerning the rights of Data Subjects under the Data Protection Regulation (including but not limited to requests for information, access, rectification, erasure, restriction, data portability, objection, and not to be subject to automated individual decision-making);

- vii) taking into account the nature of the processing of the Personal Data and available information, assist the Controller, insofar as is possible, in ensuring that the requirements relating to the security of the processing, notifications about the data breaches and obligations relating to the data protection impact assessment set forth in the Data Protection Regulation are complied with; and
- viii) provide the Controller with all available information necessary for the Controller to ensure its compliance with all its obligations set in the Data Protection Regulation.

In case the assistance provided by the Processor to the Controller exceeds the requirements set forth by the Data Protection Regulation or if any actions or work are later noticed to be taken due to reasons other than the Processor's breach of this DPA, the Processor is entitled to invoice from the Controller any such actions taken or work performed in accordance with the then-current price list included in the Main Agreement.

5 Impact Assessments and Prior Consultation

- 5.1 The Processor undertakes to provide reasonable assistance to the Controller with any data protection or any other equivalent impact assessments, and prior consultations with Supervisory Authority or other competent privacy authorities, which the Controller considers to be required by the Data Protection Regulation in relation to the processing of Personal Data by the Processor.

6 Affiliates and Subcontractors

- 6.1 The Controller hereby gives a general written authorization for the Processor to use its EU-based Affiliates as subcontractors to process the Personal Data (i.e., Sub-processors) as necessary to assist in the performance of the services. Further the Controller gives a prior authorization for the Processor to use other Sub-processors listed in Schedule 1 of this DPA. The Processor undertakes to ensure that the Affiliates and Sub-processors comply with the confidentiality, data security and other obligations set forth in this DPA.
- 6.2 The Processor shall enter into written agreements with the Sub-processors, where each Sub-processor commits to fulfil at least the same responsibilities and commitments that are applicable to the Processor under this DPA. By the Controller's request, the Processor shall provide information concerning the implementation of data security and confidentiality obligations by the Sub-processors.

- 6.3 The Processor is responsible for its Sub-processors' work as for its own. Any neglect, wilful misconduct, or gross negligence by a Sub-processor shall be deemed as neglect, wilful misconduct, or gross negligence by the Processor.

7 Transfer of Personal Data

- 7.1 If the use of a Sub-processor requires a transfer of Personal Data outside of the European Union or the European Economic Area, the Processor is entitled to, on behalf of the Controller, transfer the Personal Data to such Sub-processor by using the Standard Contractual Clauses in unamended form. Any such Standard Contractual Clauses shall automatically terminate upon the termination of this DPA.

8 Records

- 8.1 The Processor shall maintain a record of all Personal Data processing carried out on behalf of the Controller. Such records should include at least:
 - i) the name and contact details of the Processor and their representatives;
 - ii) the categories of processing activities carried out on behalf of the Controller; and
 - iii) where applicable, information regarding data transfers outside of the European Union and/or the European Economic Area and the documentation of the appropriate safeguards;
 - iv) a general description of the technical and organisational security measures that are implemented; and
 - v) a list of Sub-processors used for processing of Personal Data (if any).

- 8.2 The Processor shall provide the Controller with the records without undue delay upon and at the latest within fourteen (14) days from the Controller's written request.

9 Auditing

- 9.1 During the term of this DPA, the Processor shall allow for and contribute to audits, including inspections, concluded by the Controller or an independent auditor, who is bound by appropriate confidentiality undertaking, mandated by the Controller, relating to the processing of Personal Data. The Controller shall notify the Processor about the audit thirty (30) days prior the execution and the audits shall be concluded during the normal office hours on weekdays. The Controller shall bear the costs related to the audit unless it is revealed in the audit that the Processor has not processed Personal Data

in compliance with this DPA. If the Processor has not fulfilled its obligations as set herein in this DPA, the Processor shall bear the costs related to the audit.

10 Notification concerning Personal Data Breach

- 10.1 The Processor shall document all Personal Data Breaches and notify the Controller thereof without undue delay after becoming aware of the Personal Data Breach.
- 10.2 The Personal Data Breach notification shall contain the information necessary for the Controller to fulfil its notification obligations under the Data Protection Regulation and at least (to the extent the Processor has this information): (i) description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; (ii) a description of likely consequences and/or realised consequences of the Personal Data Breach; and (iii) the name and contact details of the person responsible for the Processor's data protection matters.
- 10.3 After receiving the notification concerning Personal Data Breach, the Controller shall without undue delay give the Processor written directions about the appropriate measures to minimise the consequences of the Personal Data Breach. The Processor shall also independently take necessary measures to secure the Personal Data and to minimise the consequences of the Personal Data Breach.

11 Returning or Destroying Personal Data

- 11.1 Upon expiry or termination of this DPA, or upon the Controller's written request, the Processor shall at the choice of the Controller either destroy or return to the Controller all Personal Data, including any log data and all copies thereof, unless otherwise required by Data Protection Regulation or any legal procedure (such as claim or reclamation) relating to this DPA or Personal Data, in which event the Processor undertakes to securely store, but not actively process, the Personal Data, and delete the Personal Data once permitted by Data Protection Regulation or upon valid completion of the related legal procedure.

12 Indemnification and Limitation of Liability

- 12.1 If either Party is in material breach of this DPA or the Data Protection Regulation (the "Breaching Party"), it shall bear the exclusive liability for any loss or damage incurred by the other Party or by any third party as a result of such breach by the Breaching Party.
- 12.2 Neither party shall be liable for any indirect or consequential damages, or any damages caused by an event

beyond such Party's control, provided that such Party could not reasonably have foreseen such event at the time of entering this DPA and reasonably have avoided or overcome consequences thereof. The maximum liability for damages of either Party towards the other Party shall not exceed in aggregate the annual revenue between the Parties under the Main Agreement. In addition, neither Party shall be liable for any damages incurred by the other Party due to the other Party providing voluntary or excessive compensation to any third party nor of any damages attributable to an act or omission of such a Party. No limitation of liability shall, however, apply in the event of wilful misconduct or gross negligence.

- 12.3 The Parties agree that their liability to administrative fines and/or damages issued by a Supervisory Authority is allocated under this DPA based on each Party's responsibility to fulfil its obligations under the Data Protection Regulation. As such, each Party is responsible for those administrative fines and/or damages issued by a Supervisory Authority in relation to the Party's breach of its obligations under the Data Protection Regulation.
- 12.4 If a Party has paid restitution to the Data Subject for the damages caused by a breach of Data Protection Regulation, the said Party shall, under the Article 82 of the GDPR, have the right, notwithstanding the possibly agreed limitation of liability, to claim from the other Party engaged in the same data processing its share of the damages paid to the Data Subject.

13 Confidentiality

- 13.1 The Parties shall keep Confidential Information received from the other Party based on this DPA confidential and use it only for the purposes set in the Main Agreement or in this DPA and retain the Confidential Information in a manner that prevents it from being disclosed to a third party.
- 13.2 The Confidential Information does not, however, include information (i) which is approved for release or use by prior written express authorization of the assigning Party; (ii) which has been available in the public domain or later comes into the public domain through no fault of the acquiring Party; or (iii) which verifiably was in the knowledge of the acquiring Party before the Confidential Information was assigned to the acquiring Party.

14 Term and Termination

- 14.1 This DPA enters into force when duly signed by both Parties and remains in force until further notice.
- 14.2 This DPA terminates on the date the Main Agreement is terminated or when the Processor no longer

processes Personal Data under any agreement between the Parties, whichever is later.

15 Miscellaneous

15.1 **Order of precedence.** This DPA is an integral part of the Main Agreement. In the event of any conflict between the terms of the Main Agreement and the terms of this DPA, this DPA shall prevail.

15.2 **Amendments.** Any amendment to this DPA shall be in writing and shall have no effect before it is signed by the duly authorised representatives of both Parties.

15.3 **Assignment.** Except as otherwise provided in this Agreement, neither Party shall not assign or otherwise transfer any or all its rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment or transfer shall be void.

SCHEDULES

Schedule 1 Specification of Personal Data Processing (appended to the Main Agreement)