**DATA PROCESSING ADDENDUM**

## 1        BACKGROUND AND PURPOSE FOR PROCESSING

1.1      This Data Processing Addendum ("DPA") sets out the terms and conditions for the processing of Personal Data by you, the organization ("Data Processor"), on behalf of BitApps GMBH ("Controller") under the DPA. Any reference to the Data Processor or Processor shall include Affiliate(s) as well. The Processor shall process Personal Data only for providing its services via the WoodsApp as a registered organization to the registered users in the WoodsApp, and only during the period the Processor is registered to the WoodsApp, unless the applicable legislation stipulates otherwise.

1.2      By registering to the WoodsApp as an organization, you agree to comply with the requirements set forth in the General Data Protection Regulation (EU 2016/678 "GDPR"), applicable national data privacy legislation and the rights and obligations set out in this DPA.

## 2        DEFINITIONS

2.1      The definitions not mentioned in this agreement have the same meaning as defined in the General Data Protection Regulation (2016/678 "**GDPR**").

**Affiliate** means any legal entity that is: (a) directly or indirectly owning or controlling the Customer; or (b) under the same direct or indirect ownership or control as the Customer; or (c) directly or indirectly controlled by the Customer; for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of fifty percent (50%) or more of the nominal value of the issued equity share capital or of fifty percent (50%) or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

**Data Controller or Controller** shall have the meaning defined in GDPR.

**Data Processor or Processor** shall have the meaning defined in GDPR.

**Data Processing Agreement or DPA** shall mean this agreement.

**Data Subject** means an individual whose Personal Data is being processed by the Data Processor under this DPA and the Agreement.

**Personal Data** means any information relating to an identified or identifiable natural person, as defined in applicable Data Protection Regulation and which the Data Processor processes on behalf of the Data Controller.

**Supervisory Authority** means any competent authority under the Data Protection Regulation.

## 3        RESPONSIBILITIES OF THE DATA PROCESSOR

3.1      The Data Processor must not use the Personal Data for any other purposes than those specified in the terms of use of the WoodsApp and this DPA.

3.2      The Processor shall:

a) process Personal Data with all due care and skill, diligence and prudence, in a workmanlike manner in accordance with high professional standards and in compliance with the GDPR;

b) process the Personal Data only on documented instructions from the Data Controller, unless required to deviate from such instructions in order to comply with applicable Data Protection Regulation within EU which the Data Processor is subject to;

c) make available to the Data Controller all information necessary to demonstrate compliance with the Data Processor's obligations set out in this DPA and in the Data Protection Regulation, and allow for and contribute to audits, including inspections, conducted by the Data Controller as set forth in Section 12 of this DPA;

d) process Personal Data only during such time the Processor is registered to the WoodsApp; and

e) apart from where specifically agreed otherwise, fulfill all of its obligations under this DPA at its own cost.

## 4 RIGHTS AND RESPONSIBILITIES OF THE DATA CONTROLLER

4.1 The Data Controller shall:

a) process the Personal Data in compliance with the Data Protection Regulation; and

b) at all times retain the control and authority to the Personal Data. For the sake of clarity, all title, ownership and rights to the Personal Data shall remain vested in the registered user to the WoodsApp.

4.2 The Data Controller is also entitled to give documented instructions to the Data Processor on the processing of Personal Data, which instructions shall be binding on the Data Processor.

4.3 Controller's instructions are defined in appendix A of this DPA.

## 5 CATEGORIES OF PERSONAL DATA AND DATA SUBJECTS

5.1 The Processor shall process the Personal Data described in appendix A.

5.2 The Controller shall acquire all necessary permissions and consents for the Processor from Data Subjects and inform the Data Subjects of processing according to the GDPR. The Controller shall also conduct all necessary actions for the purpose of fulfilling the obligations set out in this DPA and for the processing of Personal Data. The Controller shall also ensure that the Personal Data which is processed is necessary and up to date. The Controller is obligated to correct, update, delete and otherwise modify its Personal Data.

5.3 At the Controller's request, If the Processor uses its own computers and software for providing the service and processing Personal Data, the Processor shall correct, update, delete or otherwise modify the Personal Data.

5.4 The Data Processor shall maintain a record in an electronic form ("Record"), of all Personal Data processing carried out under this DPA and the main agreement on behalf of the Data Controller, containing the following:

<ol type="a" start="1">
<li>(a) the name and contact details of the Data Processor, and the data protection officer (if applicable);</li>
<li>(b) the categories of processing carried out on behalf of the Data Controller;</li>
<li>(c) information on any transfers of Personal Data outside of the EU/EEA made in accordance with Section 7 and the documentation of appropriate safeguards implemented; and</li>
<li>(d) a list of sub-processors used for Personal Data processing.</li>
</ol>

5.5 The Processor shall provide the Controller, at the Controller's request, the Register without delay, however within seven workdays from the request the latest.

## 6 DATA SECURITY

6.1 The Data Processor is obligated to implement appropriate technical and organisational security measures, as required by the applicable data protection legislation, to protect the Personal Data it processes.

6.2 When organizing the safeguards, the Processor shall take into account the technical options available, the specific risks associated with the processing at hand and the sensitivity of the Personal Data processed.

6.3 In assessing the sensitivity of the data, the Data Processor is aware that Personal Data may be stored in the information system only to the extent necessary for the use of the WoodsApp. For example, the following rules must be respected:

<ol type="a" start="5">
<li>(e) The personnel of the Data Processor participating in the processing of Personal Data, or the personnel of a subcontractor used by the Data Processor must commit to confidentiality obligations;</li>
<li>(f) The software and communications used by the Data Processor to process the data are protected by appropriate and up-to-date security solutions in accordance with best industry practices;</li>
<li>(g) The personal data will not be used for the development or testing of the Data Processor´s own services or for any other purposes not mentioned herein; and</li>
<li>(h) The Data Controller is responsible for the security measures and necessary instructions in its own technical environment.</li>
</ol>

6.4 The Data Processor is responsible for backing up the Data Controller's data once every three (3) months that it processes the data.

## 7 TRANSFERS OF PERSONAL DATA AND SUBPROCESSORS

7.1 The Data Processor shall ensure that no Personal Data is transferred, released, assigned, disclosed or otherwise made available to any third party without the Data Controller's specific prior written consent.

7.2 The Data Processor shall not transfer any Personal Data to any third party or country outside the European Union or the European Economic Area except for transfers in accordance with the Data Controller's prior written instructions and the express terms of this DPA and the Agreement. Where the Data Controller requires or consents to a transfer of Personal Data outside the borders of European Union and European

Economic Area and as required by the Data Protection Regulation or as requested by the Data Controller, the Data Processor shall:

(a) do so following the basis of Commission decisions on the adequacy of the protection of personal data in third countries, if applicable; or

(b) enter into the EU Commission's Standard Contractual Clauses.

7.3 If the Processor transfers Personal Data to third countries according to this DPA and to fulfill mandatory obligations set out by the Data Protection Regulation, the Processor is obligated to conduct a Transfer Impact Assessment (TIA). The Processor shall document its findings and report them to the Controller. Based on the result of the TIA, the Processor shall implement necessary additional safeguards to protect the transfer of Personal Data and minimizing risks.

7.4 The Processor is entitled to use its own sub-processors, provided that the Data Controller has approved the Processors sub-processors in a written form. Data Processor is obligated to regularly monitor the activities of its subcontractors and is responsible for the activities of its subcontractors as if they were its own.

7.5 The Data Processor shall ensure that the obligations set out in this DPA are imposed on sub-processors by way of a contract.

7.6 Data Processor shall inform Data Controller of all its subcontractors and any changes concerning them. Data Controller has the right for justified reasons to prohibit the use of new subcontractors. Data Controller must notify of its refusal within five (5) days of being informed of the change. If the Data Controller does not object to the change within five (5) days, any change will be deemed accepted.

7.7 If the Data Controller has objected to the change within the specified time limit, the Data Processor shall within fourteen (14) days propose an alternative to the objected subcontractor or present another option to implement the main agreement and this DPA, so that processing may continue as intended.

7.8 If the objection cannot in good faith be resolved within fourteen (14) days as described in section 7.7, both Parties have the right to terminate the registration to the WoodsApp and any related agreements between the Parties.


## 8 CONFIDENTIALITY

8.1 All Personal Data processed by the Data Processor´s personnel on behalf of the Data Controller shall be considered confidential information of the Data Controller. The personnel of the Data Processor shall be bound by the confidentiality obligations. The Data Processor shall maintain the confidentiality of the data and shall not disclose or divulge them to third parties or use them for any purpose other than that agreed. Furthermore, the Data Processor shall disclose or divulge Personal Data within its organization only to employees or other persons (including any subcontractors) who have a need to know the information for the agreed purpose and who are bound by the confidentiality under their service, employment or other contracts or under the law. The confidentiality obligations shall survive termination of the main agreement or this DPA.


## 9 DATA BREACHES

9.1 The Data Processor shall document any Personal Data breaches and have the record available to the Data Controller upon request. The Data Processor shall inform the

Data Controller and the Data Controller shall inform the Data Processor without delay of any data breaches of which it becomes aware, however, no later than 24 hours after becoming aware of such data breach. The Processor shall provide the Controller with reasonable information on the data breach. The Data Processor shall provide reasonable assistance to the Data Controller, for the Controller to be able to fulfil its obligations under the GDPR. The Data Processor shall take all the necessary steps to protect the Personal Data, minimize the risks and prevent future breaches after having become aware of the Personal Data breach.

9.2 The data breach notification shall include at least the following:

    (c) a description of the nature of the personal data breach, including the categories and estimated numbers of Data Subjects concerned and the categories and estimated numbers of types of Personal Data;

    (d) name and contact details of the Data Protection Officer of the Data Processor (if applicable);

    (e) a description of the likely and/or actual consequences of a personal data breach; and

    (f) a description of the measures taken to prevent a personal data breach and to mitigate its possible adverse effects.

9.3 The Data Controller is responsible as applicable within the legislation and regulation to notify the Supervisory Authority and/or Data Subject affected by the data breach.

## 10 IMPACT ASSESSMENT AND HEARING

10.1 If the Data Processor becomes aware of a high risk in processing, it shall notify the Data Controller and assist the Controller in conducting a data protection impact assessment. Furthermore, the Processor shall assist the Controller in any hearings by the Supervisory Authority, when possible, at the Data Controller's expense.

## 11 DATA SUBJECT REQUESTS

11.1 Data Processor shall immediately forward to Data Controller any request received from a Data Subject regarding inspection, rectification, erasure or blocking of personal data or any other request. At the request of the Data Controller, the Data Processor shall assist the Data Controller in fulfilling the requests made by the Data Subjects. The Data Controller is responsible for any requests made by a Data Subject or the Supervisory Authority at its own expense, including the assistance of the Processor as well.

## 12 AUDITS

12.1 During the term of this DPA, the Controller has the right to audit or inspect the Data Processor's premises and its processing or use a third party for auditing. The Data Controller must provide the Processor with a notice of auditing two (2) weeks prior to conducting the audit. The Data Controller has the right to conduct an audit once per calendar year. The audit can be conducted only to ensure, that the Processor fulfils the obligations set out in this DPA and implements sufficient technical and organisational measures.

12.2 The Data Processor shall ensure the Data Controller's right to audit according to this Section 12 and assists the Controller in conducting the audit. If the audit is requested

by a Supervisory Authority, the Processor shall assist the Controller in fulfilling that request.

12.3 Each party bears their own costs incurring from the audit. If, however, the audit shows that the Data Processor is in breach of the obligations set out in this DPA, or in other way is in non-conformity with requirements of the GDPR and/or national data privacy legislation, the Data Processor shall rectify this at its own cost, and bear all costs arising out of any audit, including Data Controller's costs.

12.4 For the sake of clarity, the audit right defined in this Section 12 applies to the sub-processors as well.

## 13 RETURNING OR DESTRUCTION OF PERSONAL DATA

13.1 Upon termination of this DPA, at the Data Controller's written request, or when the Data Processor cancels the registration to the WoodsApp, the Data Processor shall destroy all Personal Data collected and processed from the WoodsApp within thirty (30) days, unless otherwise required by the GDPR within the EU, or national legislation which the Data Processor is subject to. The Data Processor shall provide written confirmation to the Data Controller, that it has complied with the requirements of this section 13.

## 14 LIMITATIONS OF LIABILITY

14.1 The Data Processor shall be liable for any direct damages that it has caused to the Data Controller by a breach of this DPA. The applicable maximum liability for damages is 100 000 euros.

14.2 Neither Party shall be liable for indirect damages caused to the other party save for damages caused through willful misconduct or gross negligence.

14.3 Both Parties shall cooperate and assist the other Party in the event of any measures or investigations taken by the Supervisory Authority related to any activities conducted under this DPA, including promptly notifying the other Party of the threat and commencement of such measures. The Parties shall take all reasonable measures necessary to limit the potential damage incurred to either of the Parties due to such event.

## 15 TERM AND TERMINATION

15.1 This DPA shall become effective when accepted and the registration to the WoodsApp has been completed and shall continue to be in effect until terminated pursuant to Section 15.2 below.

15.2 This DPA shall automatically terminate canceling or terminating the Data Processor's registration to the WoodsApp.

## 16 APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 The Agreement shall be governed by and constructed in accordance with the laws of Finland, excluding its choice of law provisions.

16.2 All disputes arising out of this Agreement shall be settled by the district court of Helsinki, Finland, which shall have sole jurisdiction.

APPENDIX A – APPENDIX TO THE PERSONAL DATA PROCESSING AGREEMENT

1.1        Purpose of the Appendix

This Appendix to the Data Processing Addendum ("Appendix") supplements and forms an integral part of the DPA between the Parties. The terms of the DPA shall apply to this Appendix and this Appendix shall not amend the content of the DPA any further than what is agreed below.

The Processor undertakes to process the Personal Data on behalf of the Controller in accordance with the terms of the DPA.

The Parties agree as follows:

| | |
|---|---|
| **Purpose** | Personal Data is processed for the following purposes:<br>For the intended use of the WoodsApp and its content. |
| **Term of processing** | Processing of Personal Data ends when the organisation terminates its account, the DPA expires or is terminated. |
| **Approved subcontractors** | The Following subcontractors may process Personal Data:<br>General consent for the use of subcontractors, provided the subcontractors follow the clauses and obligations set out in this DPA. |
| **Transfers of Personal Data** | Personal Data may **not** to be transferred to countries outside the EU and EEA. |
| **Retention period** | The data is kept and stored for three (3) years after terminating the user or oganisation account in the WoodsApp. |
| **Categories of data subjects** | Data subjects whose Personal Data are processed belong to the following categories of data subjects:<br>- individual users of the WoodsApp |
| **Categories of Personal Data** | The Personal Data processed include the following categories of Personal Data:<br>- name<br>- E-mail<br>- Address<br>- Phone number<br>- IT-management information such as technical events related to the services provided, including but not limited to, system and application logs |
| **Special categories of Personal Data** | No special categories of Personal Data |