

Willing & Able

SaaS Subscription and Data Processing Agreement

This SaaS Subscription and Data Processing Agreement (the "**Agreement**") is concluded between Willing & Able Licensing LLC, a company incorporated in the Republic of Georgia, having its registered office at Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi (the "**Provider**") and your company which is named with its details in the "Subscriber Address Details" in APPENDIX 1 (the "**Subscriber**").

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1. Definitions

In the context of this Agreement, the following definitions and rules of interpretation shall apply:

"**Account**" means an account enabling one single named natural person to access and use the Hosted Services, including both administrator accounts and user accounts.

"**Administrator Account**" means an account enabling one single named natural person to administer the Hosted Services.

"**Agreement**" means this Agreement including any Appendices, and any amendments to this Agreement from time to time.

"**Appendix**" means any Appendix attached to the main body of this Agreement.

"**Business Day**" means any weekday other than a bank or public holiday in the Republic of Georgia.

"**Business Hours**" means the hours of 8:00 to 17:00 GMT +04:00 on a Business Day.

"**Charges**" means the subscription fee, rental fee or amount charged for the Account, Accounts and/or additional Services.

"Content" means any text, data or information, pictures, videos, infographics, graphics, graphs, and every other digital data that is transmitted, stored or processed by the Hosted Services or over the Platform.

"Contractor" or **"Business Partner"** means any company or person that act, based on an agreement or contract, on behalf of the Subscriber, Provider, FranchisePartner or SubscriptionPartner, or together with them.

"Data Protection Laws" means all applicable laws relating to the processing of Personal Data including but not limited to, while they are in force and applicable to Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679, GDPR) and/or national laws of EU Member States, the Swiss Federal Law on Data Protection (FDPA), UK GDPR and UK Data Protection Act (DPA 2018), California Consumer Privacy Act (CCPA).

"Date of Subscription" means the first or last day of subscription of a Hosted Service.

"Documentation" means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Subscriber.

"Force Majeure Event" means any event, or a series of related events, that is outside the reasonable control of the party affected, including but not limited to failures of the internet, servers, applications or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any Partner or Third Party, changes to the law, disasters, explosions, hardware defects, fires, floods, riots, pandemics, diseases, terrorist attacks and wars.

"FranchisePartner" means a company that signed a Franchise Partner Agreement with the Provider and offers the Platform to its clients under its own brand or logo, or under the Providers trademark.

"Free Subscriber" means a Non-Profit Organisation that was approved by the Provider and that uses the Hosted Services without exception for Non-Profit purposes.

"Hosted Services" means SaaS Services which will be made available by the Provider to the Subscriber as a service via the internet in accordance with this Agreement.

"Hosted Services Defect" means any defect, error or bug in the Platform having an adverse effect or a material adverse effect on the appearance, operation,

functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Subscriber or any person authorized by the Subscriber to use the Platform or Hosted Services;
- (b) any use of the Platform or Hosted Services contrary to the Documentation, whether by the Subscriber or by any person authorized by the Subscriber;
- (c) a failure of the Subscriber to perform or observe any of its obligations from this Agreement; or
- (d) an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.

"Hosted Services Specification" means the specification for the Platform and Hosted Services set out in the Documentation.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including but not limited to copyright and related rights, database rights, confidential information, business secrets, trade secrets, specifications, know-how, inventions, technological innovations, discoveries, designs, formulas, processes, business methods, computer software, software code (including object code, intermediate code and source code), ideas, documents, drawings, creations, writings, illustrations, photographs, scientific and mathematical models, specifications, drawings, sketches, models, samples, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, wireframes, semi-conductor topography rights, rights in designs, rights on logos, any kind of materials defining, describing, or illustrating the SaaS Applications, commercial and operational information concerning the SaaS Applications and other information whether in hard copy or electronic form, as well as the functionalities designed for or implemented into the SaaS Applications."

"Joint Controller" means the natural or legal person, public authority, agency or other body which jointly with others, determines the purposes and means of the processing of Personal Data.

"Maintenance Services" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades.

"**Mobile App**" means any mobile application that is made available by the Provider in relation to the Platform.

"**Partner**" means a company, person or integrator that is in a contractual relationship with the Provider.

"**Party**" or "**Parties**" shall mean the respective parties referred to in the section of the agreement.

"**Personal Data**" means any information relating to an identified or identifiable natural person ('**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**Platform**" means the Platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which applications, databases, systems and server software are installed.

"**Services**" means any services that the Provider provides to the Subscriber, or has an obligation to provide to the Subscriber under this Agreement.

"**Subscriber**" means the natural or legal person, public authority, agency or other body which has an active Subscription to the Hosted Services, including the Free Subscriber. The term "**Subscriber**" may include, based on contractual circumstances and/or when referring to the conclusion of Standard Contractual Clauses all of the "**Subscribers Subsidiaries**".

"**Subscriber Confidential Information**" means any information disclosed by the Subscriber that at the time of disclosure was marked as "confidential".

"**Subscriber Data**" means all data, works and materials, uploaded to or stored on the Platform by the Subscriber; transmitted by the Platform at the instigation of the Subscriber; supplied by the Subscriber to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Subscriber but excluding any Personal Data.

"**Subscription**" means an active Subscription to the Hosted Services, whether paid or free.

"SubscriptionPartner" means a company that signed a Subscription Partner Agreement with the Provider and offers the Platform to subscribers under its own brand or logo, or under the Providers trademark.

"Subscription Period" means one twelfth of the term.

"Subsidiary" means any company or person that is part of a group of companies to which the Subscriber, Provider, FranchisePartner or SubscriptionPartner are part.

"Support Services" means support in relation to the use of, and the identification and resolution of errors in the Hosted Services but shall not include the provision of Trainings.

"Supported Web Browser" means the current release of Google Chrome, or any other web browser that the Provider agrees in writing shall be supported.

"Term" means the subscription time or term of the Agreement.

"Third Party" means any company or person that is not a subsidiary or Contractor of the Provider, Subscriber, FranchisePartner or SubscriptionPartner.

"Trial Period" means the time before the Term begins and before any Charges are due.

"Update" means a hotfix, patch or minor version update to any Platform software.

"Upgrade" means a major version upgrade of any Platform software.

"User" means a natural person that has accepted the User Agreement.

"User Agreement" means the rules the Users need to comply with, and which is attached to this Agreement as APPENDIX 2.

2. Term and Trial Period

2.1 Hosted Services can be tested free of charge during the Trial Period that is mentioned on the respective website.

2.2 A Term is one year (365 days). The initial Term begins on Date of Subscription and after the Trial Period ends.

2.3 The Subscription will renew at the end of every Term for an additional Term ("Renewal Term") at the prevailing list price unless the Agreement is terminated by either of the parties.

2.4 This Agreement is subject to termination in accordance with the clauses stipulated in this Agreement.

3. Hosted Services

- 3.1 The Provider shall ensure that the Platform will automatically generate Accounts for the Subscriber and for its Users, or that the Subscriber can create Accounts, and provide the Subscriber or its Users with login details for the Accounts.
- 3.2 The Provider hereby grants to the Subscriber a worldwide, revocable, nontransferable, non-exclusive user-based and/or terms-based license to use the Hosted Services by means of a supported Web Browser for internal business purposes of the Subscriber in accordance with the Documentation and during the Term.
- 3.3 The license granted by the Provider to the Subscriber under Clause 3.2 is subject to the following limitations:
- (a) the Hosted Services may only be used by the officers, employees, agents, Subsidiaries and Contractors of the Subscriber;
 - (b) the Hosted Services may only be used by the named users providing that the Subscriber may change, add or remove a designated named users in accordance with the procedure set out by the Provider; and
 - (c) the Hosted Services shall not be used at any point in time by more than the number of concurrent users that was subscribed for, providing that the Subscriber may add or remove concurrent user licenses in accordance with the procedure set out by the Provider.
- 3.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Provider to the Subscriber under Clause 3.2 is subject to the following prohibitions:
- (a) the Subscriber shall not modify, create derivative works from, distribute, publicly display, publicly perform or sub-license its right to access and use the Hosted Services or the Hosted Services;
 - (b) the Subscriber shall not use the Hosted Service for service bureau or time-sharing purposes and the Subscriber shall not permit any unauthorized person to access, use or otherwise exploit the Hosted Services;
 - (c) the Subscriber shall not use the Hosted Services to provide services to or for Third Parties;

- (d) the Subscriber shall not copy, republish or redistribute any Content or material from the Hosted Services;
 - (e) the Subscriber shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Hosted Services source code or functionality;
 - (f) the Subscriber shall not make any alteration to the Platform, except as permitted by the Documentation; and
 - (g) the Subscriber shall not conduct or request that any person conduct any load testing or penetration testing on the Platform or Hosted Services without prior written consent of the Provider.
- 3.5 The Subscriber shall use reasonable endeavors, including reasonable security measures relating to Administrator Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Administrator Account.
- 3.6 The Provider shall use all reasonable endeavors to maintain the availability of the Hosted Services to the Subscriber at the gateway between the public internet and the network of the hosting services provider for the Hosted Services but does not guarantee 100% availability.
- 3.7 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the Subscriber's or Providers computer systems, networks, servers or applications;
 - (d) any breach by the Subscriber of this Agreement; or
 - (e) scheduled maintenance carried out in accordance with this Agreement.
- 3.8 The Subscriber shall comply with APPENDIX 2 (User Agreement) and shall ensure that all persons using the Hosted Services with the authority of the Subscriber, on his behalf or by means of an Administrator Account will comply with APPENDIX 2 (User Agreement).

- 3.9 The Subscriber shall not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
- 3.10 The Subscriber shall not use the Hosted Services
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 3.11 For the avoidance of doubt, the Subscriber has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 3.12 The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Subscriber to the Provider under this Agreement is overdue, and the Provider has given to the Subscriber at least 7 days prior written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

4. Maintenance Services

- 4.1 The Provider shall provide Maintenance Services to the Subscriber during an active subscription.
- 4.2 The Provider shall where practicably give to the Subscriber at least one Business Day prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under the main body of this Agreement.
- 4.3 The Provider shall give to the Subscriber at least one Business Day prior written notice of the application of an Upgrade to the Platform.
- 4.4 The Provider shall give to the Subscriber written notice of the application of any security Update to the Platform and at least one Business Day prior written notice of the application of any non-security Update to the Platform.
- 4.5 The Provider shall provide the Maintenance Services with reasonable skill and care.
- 4.6 The Provider may suspend the provision of the Maintenance Services if any amount due to be paid by the Subscriber to the Provider under this

Agreement is overdue, and the Provider has given to the Subscriber at least 7 days written notice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

5. Support Services

- 5.1 The Provider shall provide Support Services to the Subscriber during an active subscription.
- 5.2 The Provider shall make available to the Subscriber a helpdesk in accordance with the provisions of the main body of this Agreement.
- 5.3 The Provider shall provide the Support Services with reasonable skill and care.
- 5.4 The Subscriber may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services and the Subscriber shall not use the helpdesk for any other purpose.
- 5.5 The Provider shall respond to all requests for Support Services made by the Subscriber through the helpdesk.
- 5.6 The Provider may suspend the provision of the Support Services if any amount due to be paid by the Subscriber to the Provider under this Agreement is overdue, and the Provider has given to the Subscriber at least 7 days written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

6. Subscriber Data

- 6.1 The Subscriber hereby grants to the Provider a non-exclusive free-of-charge license to use, copy, re-use, reproduce, store, distribute, publish, export, adapt, edit and translate the Subscriber Data to the extent reasonably required for the performance of the Provider's services or obligations and the exercise of the Provider's rights under this Agreement. The Subscriber grants to the Provider a non-exclusive free-of-charge right to license and/or sub-license the Subscriber Data except for Personal Data protected under Data Protection Laws. The Subscriber grants to the Provider a non-exclusive free-of-charge license to copy, use, reproduce, store, make publicly available and publish the Subscriber's company logo (which stays the sole Intellectual Property or Trademark of the Subscriber) on websites and in marketing materials (flyers etc.) of the Provider in relations to its rights under this

Agreement or marketing activities during the Term or an active subscription and afterwards, if used already before end of subscription.

- 6.2 The Subscriber warrants to the Provider that the Subscriber Data when used by the Provider in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation in any jurisdiction and under any applicable law.
- 6.3 The Subscriber shall create a back-up copy of the Subscriber Data at least daily. The Subscriber shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the state they were in at the time the back-up was taken, and shall retain and securely store each such copy at least for one year or for the applicable statutory retention period.
- 6.4 Within the period of 7 Business Days following receipt of a written request from the Subscriber, the Provider shall use all reasonable endeavors to restore to the Platform the Subscriber Data stored in any back-up copy. The Subscriber acknowledges that this process will overwrite the Subscriber Data stored on the Platform prior to the restoration.

7. Mobile App

The parties acknowledge and agree that the use of the Mobile App, the parties' respective rights and obligations in relation to the Mobile App and any liabilities of either party arising out of the use of the Mobile App shall be governed by this SaaS Subscription and Data Processing Agreement.

8. No Assignment of Intellectual Property Rights

Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Subscriber.

9. Charges

- 9.1 The Subscriber shall pay Charges to the Provider in accordance with this Agreement and/or the Subscription-Plans or Fees published on the respective website of the Provider.
- 9.2 If the Charges are based in whole or in part upon the time spent by the Provider performing the Services, the Provider shall obtain the Subscriber's written consent before performing Services that result in any estimate of time-based Charges given to the Subscriber being exceeded or any budget for

time-based Charges agreed by the parties being exceeded; and unless the Subscriber agrees otherwise in writing, the Subscriber shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Clause.

- 9.3 All amounts in or in relation to this Agreement and/or on pricing pages of the Provider's websites are, unless the context requires otherwise, stated exclusive of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Subscriber shall separately pay Provider the withheld or deducted amount.
- 9.4 The Provider may elect to vary any element of the Charges by giving to the Subscriber not less than 30 days' written notice.
- 9.5. The Free Subscriber shall not pay Charges to the Provider.

10. Payments

- 10.1 The Provider shall issue invoices for the Charges to the Subscriber in advance of the period to which they relate.
- 10.2 The Subscriber shall pay the Charges mentioned in the order submitted by the Subscriber – and use the automated means published by the Provider on the Provider's website for its order submission – to the Provider for each Subscription Period, within 7 days following the issuance of the invoice for the said Subscription Period.
- 10.3 The Subscriber shall pay the Charges by supported online payment systems or wire transfer. The Subscriber may allow and/or authorize automatic online payments to the Provider by supported payment applications.
- 10.4 If the Subscriber does not pay any amount promptly due to the Provider under this Agreement in accordance to payment terms stipulated in this Agreement, the Provider may:
- (a) charge the Subscriber interest on the overdue amount at the rate of 9% per annum from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); and

- (b) suspend the account(s) of the Subscriber.

11. Provider's Confidentiality Obligations

11.1 The Provider shall

- (a) keep the Subscriber Confidential Information strictly confidential;
- (b) not disclose the Subscriber Confidential Information to any unauthorized person without the Subscriber's prior written consent; and
- (c) use the same degree of care to protect the confidentiality of the Subscriber Confidential Information as the Provider uses to protect the Provider's own Confidential Information of a similar nature, being at least a reasonable degree of care.

11.2 The Provider may disclose the Subscriber Confidential Information to the Provider's officers, employees, lawyers, professional advisers, insurers, agents and Contractors, and to other companies or persons who are bound by a written Agreement or professional obligation to protect the confidentiality of the Subscriber Confidential Information.

11.3 This Clause imposes no obligations upon the Provider with respect to Subscriber Confidential Information that:

- (a) is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Provider;
- (c) is obtained by the Provider from a Third Party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality; or
- (d) was or is licensed to the Provider.

11.4 The restrictions of this Clause do not apply to the extent that any Subscriber Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognized stock exchange.

11.5 The provisions of this Clause shall continue in force for a period of 3 years following the termination of this Agreement.

12. Data Protection

- 12.1 Each party shall comply with the Data Protection Laws with respect to processing of Personal Data.
- 12.2 The Subscriber warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement or the use of the Hosted Services.
- 12.3 The Subscriber shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of Data Subjects falling within the categories and the types specified in APPENDIX 3 (Data Processing Information) and the Provider shall only process the Subscriber Personal Data for the purposes specified in APPENDIX 3 (Data Processing Information).
- 12.4 The Provider shall process the Subscriber Personal Data during the contractual period and after that period only if the Provider needs to comply with an applicable statutory retention period, laws or regulations.
- 12.5 The Provider shall only process the Subscriber Personal Data on documented instructions of the Subscriber, including transfers of the Subscriber Personal Data to any place outside of the European Union or the European Economic Area, if applicable under laws or regulations that the Subscriber is subject to or need to comply with.
- 12.6 The Subscriber acknowledges that the Provider and Subsidiaries of the Provider are based outside the European Union (EU) and the European Economic Area (EEA) but understands that processing of Personal Data is mainly managed by using servers and sub-processors based within the EU or EEA.
- 12.7 The Provider shall promptly inform the Subscriber if, in the opinion of the Provider, an instruction of the Subscriber relating to the processing of the Subscriber Personal Data infringes Data Protection Laws.
- 12.8 Notwithstanding any other provision of this Agreement, the Provider may process the Subscriber Personal Data if and to the extent that the Provider is required to do so by applicable law. In such case, the Provider shall inform the Subscriber of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

- 12.9 The Provider shall ensure that employees authorized to process the Subscriber Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 12.10 The Provider and the Subscriber shall each implement appropriate Technical and Organizational Measures to ensure an appropriate level of security for the Subscriber Personal Data, including those measures specified for the Provider in APPENDIX 3 (Data Processing Information).
- 12.11 The Provider shall not engage any Third Party to process the Subscriber Personal Data without the prior specific or general written authorization of the Subscriber. As at the Effective Date, the Provider is hereby authorized by the Subscriber to engage sub-processors with respect to Subscriber Personal Data (general written authorization). The Provider shall inform the Subscriber at least 30 days in advance, by means of public announcement on the website of the Provider, about any intended changes concerning the addition or replacement of any processors, and if the Subscriber objects to any such changes before their implementation, then the Subscriber or the Provider may terminate this Agreement with a 7 days written notice, providing that such notice shall be given within the period of 30 days after the initial public announcement on the website of the Provider. The Provider shall ensure that each processor is subject to equivalent or similar contractual obligations as those imposed on the Provider by this Agreement.
- 12.12 The Provider shall, insofar as possible and taking into account the nature and scope of processing, implement appropriate Technical and Organizational Measures to assist the Subscriber with the fulfilment of the Subscriber's obligation to respond to requests exercising Data Subject's rights under Data Protection Laws.
- 12.13 The Provider shall assist the Subscriber in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of Personal Data breaches to the supervisory authority, the communication of Personal Data breaches to the Data Subject, Data Protection Impact Assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. The Provider shall report any Personal Data breach relating to the Subscriber Personal Data to the Subscriber without undue delay following the Provider becoming aware of the breach. The Provider may charge the Subscriber at its standard time-based

charging rates for any work performed by the Provider at the request of the Subscriber pursuant to this Clause.

12.14 The Provider shall make available to the Subscriber all information necessary to demonstrate compliance of the Provider with its obligations under Data Protection Laws. The Provider may charge the Subscriber at its standard time-based charging rates for any work performed by the Provider at the request of the Subscriber pursuant to this Clause.

12.15 The Provider shall, at the choice of the Subscriber, delete or return all of the Subscriber Personal Data to the Subscriber after the provision of services relating to the processing, and shall delete existing copies saved to the extent that applicable law does not require storage of the Personal Data.

12.16 The Provider shall allow for and contribute to audits, including inspections, conducted by the Subscriber or another auditor mandated by the Subscriber in respect of the compliance of the Provider's processing of Subscriber Personal Data with Data Protection Laws and this Agreement. The Provider may charge the Subscriber at its standard time-based charging rates for any work performed by the Provider at the request of the Subscriber pursuant to this Clause.

12.17 If any changes or prospective changes to the Data Protection Laws result or can result in one or both parties not complying with Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavors promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

12.18 If the Provider is based outside of the European Union or the European Economic Area, the respective EU Standard Contractual Clauses (APPENDIX 4, SECTIONS B, C, D and/or E) shall govern the relationship between the Provider and the Subscriber exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in countries where GDPR applies ("EU Personal Data Processing"), and shall prevail over any conflicting or inconsistent provisions pertaining to EU Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the EU Standard Contractual Clauses are superseded by any new laws or regulations enacted by the European legislators (collectively, the "New EU Laws"), wherein such New EU

Laws shall, from the date of their applicability, apply automatically in place of the EU Standard Contractual Clauses to EU Personal Data Processing between the Provider and the Subscriber, unless either party notifies the other party in writing of its objection thereto within 30 days from the official publication date of the New EU Laws.

12.19 If the Provider is based outside of Switzerland, the Swiss Transborder Data Flow Agreement (APPENDIX 5) shall govern the relationship between the Provider (PARTY 2) and the Subscriber (PARTY 1) exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in Switzerland ("Swiss Personal Data Processing"), and shall prevail over any conflicting or inconsistent provisions pertaining to Swiss Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the Swiss Transborder Data Flow Agreement is superseded by any new laws or regulations enacted by the Swiss legislators (collectively, the "New Swiss Laws"), wherein such New Swiss Laws shall, from the date of their applicability, apply automatically in place of the Swiss Transborder Data Flow Agreement to Swiss Personal Data Processing between the Provider and the Subscriber, unless either party notifies the other party in writing of its objection thereto within 30 days from the official publication date of the New Swiss Laws.

12.19 If the Provider is based outside of the United Kingdom, the International Data Transfer Agreement (IDTA) for the United Kingdom (APPENDIX 8) shall govern the relationship between the Provider (PARTY 2) and the Subscriber (PARTY 1) exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in the United Kingdom ("UK Personal Data Processing"), and shall prevail over any conflicting or inconsistent provisions pertaining to UK Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the International Data Transfer Agreement (IDTA) for the United Kingdom is superseded by any new laws or regulations enacted by the UK legislators (collectively, the "New UK Laws"), wherein such New UK Laws shall, from the date of their applicability, apply automatically in place of the International Data Transfer Agreement (IDTA) for the United Kingdom to UK Personal Data Processing between the Provider and the Subscriber, unless either party notifies the other party in writing of its objection thereto within 30 days from the official publication date of the New UK Laws.

13. Warranties

- 13.1 The Provider warrants to the Subscriber and/or its Subsidiary and/or its User that the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.2 The Subscriber and/or its Subsidiary warrants to the Provider that the Subscriber has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.3 The Subscriber and/or its Subsidiary warrants to the Provider that every User has the legal right and authority to enter into the User Agreement and to perform its obligations under the User Agreement, and is of full age and competent under the law of the country where he or she resides.
- 13.4 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Acknowledgements and Warranty Limitations

- 14.1 The Subscriber acknowledges that Hosted Services are never wholly free from defects, errors and bugs, and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 14.2 The Subscriber acknowledges that Hosted Services are never entirely free from security vulnerabilities, and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.
- 14.3 The Subscriber acknowledges that the Hosted Services are designed to be compatible only with that software, browsers and those systems mentioned on the Provider's website; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software, browsers or systems.
- 14.4 The Subscriber acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided

otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Subscriber will not give rise to any legal liability on the part of the Subscriber or any other person.

15. Limitations and Exclusions of Liability

15.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

15.2 The limitations and exclusions of liability set out in this clause and elsewhere in this Agreement:

- (a) are subject to this clause; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

15.3 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

15.4 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings.

15.5 Neither party shall be liable to the other party in respect of any loss of revenue or income.

15.6 Neither party shall be liable to the other party in respect of any loss of use or production.

15.7 Neither party shall be liable to the other party in respect of any loss of business, contracts or opportunities.

15.8 Neither party shall be liable to the other party in respect of any loss or corruption of any data, database or software.

15.9 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.

15.10 The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the total amount paid and payable by the Subscriber to the Provider under this Agreement in the 3-month period preceding the commencement of the event or events.

15.11 The aggregate liability of each party to the other party under this Agreement shall not exceed the total amount paid and payable by the Subscriber to the Provider under this Agreement.

16. Force Majeure Event

16.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

16.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, shall

- (a) notify the other party; and
- (b) inform the other party of the period for which it is estimated that such failure or delay will continue.

16.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event shall take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

17.1 Either party may terminate this Agreement by giving to the other party at least 90 days prior written notice before the end of every Term.

17.2 Either party may terminate this Agreement immediately and unilaterally by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

17.3 Either party may terminate this Agreement immediately and unilaterally by giving written notice of termination to the other party if:

- (a) the other party:

- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay the Charges as they fall due, in accordance to payment terms stipulated in this Agreement;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; or
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up, other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this Agreement.

18. Effects of Termination

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect, in accordance with their express terms or otherwise indefinitely: Clauses 1, 3.11, 6.1, 6.2, 8, 9, 10.2, 10.4, 11, 12, 15, 18, 21, 29 and 30.

18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

18.3 Within 30 days following the termination of this Agreement for any reason

- (a) the Subscriber shall pay to the Provider any Charges in respect of Services provided to the Subscriber before the termination of this Agreement without prejudice to the Provider's other legal rights; and
- (b) the Provider shall refund to the Subscriber any Charges paid by the Subscriber to the Provider in respect of Services that were to be provided to the Subscriber after the termination of this Agreement without prejudice to the Provider's other legal rights.

19. Notices

19.1 Any notice from one party to the other party under this Agreement shall be given by one of the following methods, and using the relevant contact details:

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 10 Business Days following posting; or
- (c) sent by e-mail to the Subscribers or Providers general e-mail-address, in which case the notice shall be deemed to be received 3 Business Days following the sending of the e-mail; or
- (d) in case of general notices to more or all Subscribers of the Provider, published on the website of the Provider, in which case the notice shall be deemed to be received 30 days after its publication,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2 The Provider's contact details for notices under this Clause are as follows:

Willing & Able Operations LLC
Shop 141, Building 25, 1st Floor
Norashen, Ajapnyak
Yerevan, 0036
Republic of Armenia
E-Mail: info@willing-able.com

19.3 The addressee and contact details set out may be updated from time to time.

20. Subcontracting by the Provider

20.1 Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement.

20.2 The Provider shall remain responsible to the Subscriber for the performance of any subcontracted obligations.

20.3 Notwithstanding the provisions of this Clause but subject to any other provision of this Agreement, the Subscriber acknowledges and agrees that the Provider may subcontract to any reputable Contractor hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

21. Arbitration Clause

21.1 All disputes arising out of or in connection with this SaaS Subscription and Data Processing Agreement, the User Agreement (accepted by Users of the Subscriber), or any other agreement between the parties, including Data Processing Agreements and Standard Contractual Clauses, or their validity, shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

21.2 The arbitral tribunal shall be comprised of a sole arbitrator.

21.3 The seat of the arbitration shall be in Munich, Germany. For economic reasons, both parties agree to online arbitration and will use any online meeting system provided by the arbitrator.

21.4 The language of the arbitration shall be German.

21.5 The rules of law applicable to the merits shall be German Law.

21.6 Provider and Subscriber jointly nominate the following Attorney at Law to act as the arbitrator:

Ulrich Baumann

c/o CORPLEGAL

Prinzregentenstr. 22

80538 Munich (Germany)

Telephone: +49 (0)89 / 23 23 73 6-0

Telefax: +49 (0)89 / 23 23 73 6-91

E-Mail: mail@corplegal.de

21.7 The arbitrator can assign the case to another arbitrator without obtaining consent of the parties.

21.8 The arbitrator and contact details set out may be updated from time to time. The Subscriber hereby agrees that the Provider may change the arbitrator on

its own discretion, if such changes are published as a general notice and will apply to all Subscribers. Clause 19.1 (d) is applicable. The Provider may transfer pending cases from the old to the new arbitrator on its own discretion.

22. Integrated Works

The web applications and software products of the Provider may contain materials of all kind, for example pictures, texts, source codes, functions, applications, services, programming languages and programming frameworks, or they work on servers and/or operate on operating systems or they use Third Party services that are licensed under one of the following terms:

a) Apache Software License (Apache):

Version 2: <http://www.apache.org/licenses/LICENSE-2.0.txt>

Version 1.1: <http://www.apache.org/licenses/LICENSE-1.1>

b) Server-Side Public License (MongoDB)

Version 1: <https://www.mongodb.com/licensing/server-side-public-license>

c) GNU General Public License (GPL):

Version 3: <https://www.gnu.org/licenses/gpl-3.0.html>

Version 2: <https://www.gnu.org/licenses/gpl-2.0.html>

Version 1: <https://www.gnu.org/licenses/gpl-1.0.html>

d) GNU Lesser General Public License (LGPL):

Version 3: <https://www.gnu.org/licenses/lgpl-3.0.html>

Version 2.1: <https://www.gnu.org/licenses/lgpl-2.1.html>

e) GNU Affero General Public License (AGPL):

Version 3: <https://www.gnu.org/licenses/agpl-3.0.html>

f) GNU Free Documentation License (FDL):

Version 1.3: <https://www.gnu.org/licenses/fdl-1.3.html>

Version 1.2: <https://www.gnu.org/licenses/fdl-1.2.html>

Version 1.1: <https://www.gnu.org/licenses/fdl-1.1.html>

g) CC License:

Creative Commons: <https://creativecommons.org/licenses/>

h) EU Public License (EUPL):

European Union Public License (EUPL): <https://eur-lex.europa.eu/>

i) Python:

License of Python: <https://docs.python.org/3/license.html>

j) MIT License (e.g. React, Ruby on Rails, Laravel):

MIT License: <https://opensource.org/licenses/mit-license.php>

k) Mozilla:

Mozilla Public License: <https://www.mozilla.org/en-US/MPL/>

l) PHP:

PHP License: <https://www.php.net/license/index.php>

The Subscriber agrees to comply with the respective license. We hereby recognize the work of the respective developers and copyright owners. Thanks for your contribution!

23. Partners and Marketing

The Provider conducts its own marketing activities and works with Partners to offer a variety of deals, products and services (e.g. discounts etc.). The Subscriber instructs the Provider to find deals, products and services for the User and to inform him about these deals, products and services by email, SMS or in other ways (e.g. a method used by a User to sign-up or verify an account). In order to notify the User and provide him with the information needed to participate, as instructed by the Subscriber under the terms of this clause, the Provider may process the Personal Data of the User in order to send or publish such information. Without being able to process the Personal Data of the Users for this purpose, the Provider would not be able to perform the services agreed to with the Subscriber. The User agrees to such processing of its Personal Data by accepting the User Agreement. Therefore, the processing of such Personal Data is required to carry out the services of the Provider to which the legal basis is Art. 6 (1) (b) and Art. 6 (1) (f) GDPR or similar provisions from other Data Protection Laws.

24. Interpretation

- 24.1 In this Agreement, a reference to a law, regulation, statute or statutory provision includes a reference to:
- (a) that law, regulation, statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that law, regulation, statute or statutory provision.
- 24.2 The Clause headings shall not affect the interpretation of this Agreement.
- 24.3 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 24.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

25. SubscriptionPartner and FranchisePartner, Joint Controllership

- 25.1 If the Subscriber concluded this Agreement over a proxy or website of another party (SubscriptionPartner or FranchisePartner) that other party shall not become a party to this agreement.
- 25.2 SubscriptionPartners or FranchisePartners do not host the Platform, the Account, Subscriber Data or Personal Data saved on or in relation to the Platform. If the Subscriber has subscribed by a website operated or published by a SubscriptionPartner or FranchisePartner, that party has restricted access to Accounts, Subscriber Data and/or Personal Data for purposes of Support, Services, Invoicing and Verification. For such processing operations, Provider and SubscriptionPartner or Provider and FranchisePartner act together as Joint Controllers (Art. 26 GDPR).
- 25.3 The "Joint Controllership Agreement between the Provider and FranchisePartner or Subscription Partner" (APPENDIX 6) applies to the relationship between the Provider and the FranchisePartner or the relationship between the Provider and the SubscriptionPartner, and therefore also to the Subscriber, if the Subscriber had received its Account and/or access to the Platform, Hosted Services, Services or Support Services by or from a FranchisePartner or SubscriptionPartner.

26. Purchase and Sale of the Provider or Purchase and Sale of Platform

The Subscriber hereby agrees with the transfer of this entire Agreement, including Rights and Obligations, Account, Charges, Documentation, Hosted Services, Intellectual Property Rights, Maintenance Services, Mobile App, Personal Data, Platform, Services, Subscriber Confidential Information, Subscriber Data, Support Services, Term and every other Functionality, Source Code, Data or Database in relation to the Platform, in whole or in part, in case the Provider concludes a sale of business, shares or stocks, applications or other assets, transfer or restructure of its business, that may or may not result in the performance of this Agreement under the same or a new Provider, legal form or company name.

27. Execution

The parties have indicated their acceptance of this Agreement by executing it online.

28. Agreements with Contractors, Business Partners and Subsidiaries of the Subscriber (EU and EEA, UK, and Switzerland)

28.1 If the Subscriber or a Subscribers Subsidiary provides an Account, access to the Platform, Hosted Services, Services or Support Services to a Contractor or Business Partner,

a) and both, the Subscriber and Contractor or Business Partner are based in the European Union or the European Economic Area, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the "STANDARD CONTRACTUAL CLAUSES 2021/915 BETWEEN CONTROLLERS AND PROCESSORS" (APPENDIX 4, SECTION A) with each other;

b) and both, the Subscriber (PARTY 1) and Contractor or Business Partner (PARTY 2) are based in Switzerland, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the "Swiss Transborder Data Flow Agreement" (APPENDIX 5) with each other, which should be interpreted in accordance with Swiss FDPD and for country internal data flows;

c) and both, the Subscriber and Contractor or Business Partner are based in the United Kingdom, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the "International Data Transfer Agreement (IDTA) for the United Kingdom" (APPENDIX 8) with each other, which should be valid until the UK government has published a new International Data Transfer Agreement (IDTA) for the United Kingdom and that is incorporated into this Agreement;

d) and if the Contractor or Business Partner is based outside the European Union or European Economic Area, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the applicable "Standard Contractual Clauses" (APPENDIX 4, SECTION B, C, D and/or E) with each other;

e) and if the Subscriber (PARTY 1) is based in Switzerland but the Contractor or Business Partner (PARTY 2) is not, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the "Swiss Transborder Data Flow Agreement" (APPENDIX 5) with each other; and/or

f) and if the Subscriber (PARTY 1) is based in the United Kingdom but the Contractor or Business Partner (PARTY 2) is not, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the Standard Contractual Clauses for "International Transfers from Controllers to Processors for the United Kingdom" (APPENDIX 8) with each other.

28.7 The EU Standard Contractual Clauses (APPENDIX 4, SECTION A, B, C, D and/or E) shall govern the relationship between all parties that accepted this SaaS Subscription and Data Processing Agreement and/or the User Agreement exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in countries where GDPR applies ("EU Personal Data Processing"), and shall prevail over any conflicting or inconsistent provisions pertaining to EU Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the EU Standard Contractual Clauses are superseded by any new laws or regulations enacted by the European legislator (collectively, the "New EU Laws"), wherein such New EU Laws shall, from the date of their applicability, apply automatically in place of the EU Standard

Contractual Clauses to EU Personal Data Processing between the Parties, unless either party notifies one or more other parties in writing of its objection thereto within 30 days from the official publication date of the New EU Laws.

- 28.8 If the Contractor is based outside of Switzerland, the Swiss Transborder Data Flow Agreement (APPENDIX 5) shall govern the relationship between the Subscriber and the Contractor exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in Switzerland (“Swiss Personal Data Processing”), and shall prevail over any conflicting or inconsistent provisions pertaining to Swiss Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the Swiss Transborder Data Flow Agreement are superseded by any new laws or regulations enacted by the Swiss legislator (collectively, the “New Swiss Laws”), wherein such New Swiss Laws shall, from the date of their applicability, apply automatically in place of the Swiss Transborder Data Flow Agreement to Swiss Personal Data Processing between the Parties, unless either party notifies one or more other parties in writing of its objection thereto within 30 days from the official publication date of the New Swiss Laws.
- 28.9 If the Contractor is based outside of the United Kingdom, the International Data Transfer Agreement (IDTA) for the United Kingdom (APPENDIX 8) shall govern the relationship between the Subscriber and the Contractor exclusively in regards to the processing of any Personal Data from Data Subjects that are based or resident in the United Kingdom (“UK Personal Data Processing”), and shall prevail over any conflicting or inconsistent provisions pertaining to UK Personal Data Processing in any commitment, obligation, arrangement, contract or Agreement between the parties, unless and until the International Data Transfer Agreement (IDTA) for the United Kingdom is superseded by any new laws or regulations enacted by the UK legislator (collectively, the “New UK Laws”), wherein such New UK Laws shall, from the date of their applicability, apply automatically in place of the International Data Transfer Agreement (IDTA) for the United Kingdom to UK Personal Data Processing between the Parties, unless either party notifies one or more other parties in writing of its objection thereto within 30 days from the official publication date of the New UK Laws.

28.10 If the Subscriber provides an Account, access to the Platform, Hosted Services, Services or Support Services to a Subsidiary, these Parties conclude, by acceptance of this SaaS Subscription and Data Processing Agreement and/or the User Agreement, the "Joint Controllership Agreement between the Subscriber and a Subsidiary in accordance with Art. 26 GDPR" (APPENDIX 7) and/or the applicable "Standard Contractual Clauses" (APPENDIX 4, SECTION A, B, C, D and/or E) and/or the Swiss Transborder Data Flow Agreement (APPENDIX 5) and/or the Standard Contractual Clauses for International Transfers from Controllers to Processors for the United Kingdom (APPENDIX 8) with each other.

29. Factoring

29.1 The Provider may sell Receivables to a Third Party. The Subscriber grants permission to the Provider to disclose the provisions of this Agreement to purchasers and prospective purchasers of Receivables, or their Affiliates and their respective agents, attorneys, auditors, rating agencies, and other advisors.

30. Severability Clause and General Provisions

30.1 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect, unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted.

30.2 If the parties disagree on a provision that is to be supplemented and necessary, they shall appeal to the Arbitral Tribunal.

30.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

30.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement, exempt otherwise agreed on in this Agreement.

- 30.5 This Agreement is made for the benefit of the parties and is not intended to benefit any Third Party or be enforceable by any Third Party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any Third Party.
- 30.6 This Agreement and its Appendices shall constitute the entire Agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

APPENDIX 1 (Subscriber Address Details)

Company Name: _____

Address: _____

ZIP Code: _____

City: _____

Country: _____

State: _____

Phone: _____

Fax: _____

E-Mail: _____

Website: _____

APPENDIX 2 (User Agreement)

This User Agreement is concluded between the Willing & Able Licensing LLC, Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi, Republic of Georgia and you as a natural person. It contains general rules and obligations you need to comply with when using our SaaS Applications.

1. General Terms

- 1.1 This User Agreement sets out the rules governing:
 - (a) the use of the Account, Platform or Hosted Services (in the following "Hosted Services"); and
 - (b) the transmission, storage and processing of Content and Personal Data by you, or by any person on your behalf, when using the Hosted Services.
- 1.2 References in this User Agreement to "you" and/or to the Subscriber for the Hosted Services and/or any individual user of the Hosted Services should mean you and shall be construed accordingly; references to "us" or the "Provider" means the Willing & Able Licensing LLC and shall be construed accordingly.
- 1.3 We will ask for your acceptance to the terms of this User Agreement before you first register, upload or submit any Content or otherwise use the Hosted Services. By continuously using the Hosted Services, you continuously agree to the rules set out in this User Agreement.
- 1.4 You shall be at least of age in your jurisdiction to use the Hosted Services; and by using the Hosted Services, you warrant and represent to us that you are of age and fully competent under the law in your jurisdiction.

2. General Usage Rules

- 2.1 You shall not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or impairment of the availability or accessibility of the Hosted Services.
- 2.2 You shall not use the Hosted Services:

- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful;
- (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

2.3 You shall ensure that all Content complies with the provisions of this User Agreement.

3. Unlawful Content

3.1 Content shall not be illegal or unlawful, shall not infringe any person's legal rights, and shall not be capable of giving rise to legal action against any person, in each case in any jurisdiction and under any applicable law.

3.2 Your Content, and the use of Content by us in any manner licensed or otherwise authorized by you, shall not

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other Intellectual Property Rights;
- (d) infringe any right of confidence, right of privacy or right under Data Protection Laws;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) constitute a breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) constitute a breach of official secrets or business secrets legislation; or
- (k) constitute a breach of any contractual obligation owed to any person.

3.3 You shall ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic Material

- 4.1 Content shall be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children.
- 4.2 Content shall not depict violence in an explicit, graphic or gratuitous manner.
- 4.3 Content shall not be pornographic or sexually explicit.

5. Factual Accuracy

- 5.1 Content shall not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in Content and relating to persons (legal or natural) shall be true; and statements of opinion contained in Content and relating to persons (legal or natural) shall be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent Advice

- 6.1 Content shall not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you shall not use the Hosted Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services unless you are a member of a special profession which allow you to use or publish such Content (e.g. lawyer, solicitor, medical doctor, tax advisor etc.).
- 6.2 Content shall not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

- 7.1 Content shall be appropriate, civil and tasteful, and in accordance with generally accepted standards of etiquette and behavior on the internet.
- 7.2 Content shall not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content shall not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You shall not use the Hosted Services to send any hostile communication or any communication intended to insult, harass, threaten, or defame any

person or entity, including such communications directed at a particular person or group of people.

- 7.5 You shall not use the Hosted Services for the purpose of deliberately upsetting or offending others.
- 7.6 You shall not unnecessarily flood the Hosted Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You shall ensure that Content does not duplicate other Content available through the Hosted Services.
- 7.8 You shall ensure that Content is appropriately categorized and organized.
- 7.9 You should use appropriate and informative titles for all Content.
- 7.10 You shall always be courteous and polite to other users of the Hosted Services.

8. Marketing and Spam

- 8.1 You shall not without our written permission use the Hosted Services for any purpose relating to marketing, advertising, promotion, sale or supply of any product, service or commercial offering, unless the Hosted Services are intended only or mainly for this purpose.
- 8.2 Content shall not constitute or contain spam, and you shall not use the Hosted Services to store or transmit spam, which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You shall not send any spam or other marketing communications to any person using any email address or other contact details made available through the Hosted Services or that you find using the Hosted Services.
- 8.4 You shall not use the Hosted Services to promote, host or operate any chain letters, ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You shall not use the Hosted Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated Businesses

- 9.1 You shall not use the Hosted Services for any purpose relating to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.
- 9.2 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of drugs or pharmaceuticals, unless you are a member of a special profession which allow you to use or publish such Content (e.g. medical doctor or member of a state regulated pharmaceutical company).
- 9.3 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of guns or other weapons, unless you are a member of a special profession which allow you to use or publish such Content (e.g. state licensed manufacturer of guns or other weapons, state authority etc.).
- 9.4 You shall not use the Hosted Services for any purpose relating to the offering for sale or distribution of illegal material, radical right-wing propaganda or rabble-rousing.

10. Monitoring and Checks

You acknowledge that we may actively monitor or check the Content and your use of the Hosted Services when we are informed or gain knowledge that you infringe this User Agreement.

11. Data Mining

You shall not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Hosted Services.

12. Hyperlinks

You shall not link to any material by means of the Hosted Services that would, if it were made available through the Hosted Services, breach the provisions of this User Agreement.

13. Harmful software

- 13.1 The Content shall not contain or consist of, and you shall not promote, distribute or execute by means of the Hosted Services, any viruses, worms,

spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.

13.2 The Content shall not contain or consist of, and you shall not promote, distribute or execute by means of the Hosted Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

14. Purchase and Sale of our Company or Purchase and Sale of Platform

You confirm that you understand that we may transfer the entire Agreement with the Subscriber (e.g. your employer), including Rights and Obligations, Account, Charges, Documentation, Hosted Services, Intellectual Property Rights, Maintenance Services, Mobile App, Personal Data, Platform, Services, Subscriber Confidential Information, Subscriber Data, Support Services, Term and every other functionality, Source Code, Data or Database in relation to the Platform, in whole or in part, in case we conclude a sale of business, shares or stocks, applications or other assets, transfer or restructure our business, that may or may not result in the performance of this Agreement under the same or a new Provider, legal form or company name.

15. Partners and Marketing

We conduct our own marketing activities and work with Partners to offer a variety of deals, products and services (e.g. discounts etc.). You instruct us to find deals, products and services for you and to inform you about these deals, products and services by email, SMS or in other ways (e.g. a method used by you to sign-up or verify an account). In order to notify you and provide you with the information you need to participate, we process your Personal Data. Without being able to process your Personal Data for this purpose, we would not be able to perform the services agreed on with you. Therefore, the processing of such Personal Data is required to carry out our services to which the legal basis is Art. 6 (1) (b) and Art. 6 (1) (f) GDPR, or similar provisions of other Data Protection Laws.

16. SaaS Subscription and Data Processing Agreement

You confirm that you fully reviewed the SaaS Subscription and Data Processing Agreement and that you agree to and will comply with all terms set out in that Agreement that was concluded with the Subscriber (e.g. your employer).

17. Privacy Policy and Transparency Document

You confirm that you reviewed the Privacy Policy and Transparency Document and that you know all rights that you have as a Data Subject.

18. Data Protection: Your Consent

- 18.1 By registering and using the Platform you give us consent to process any Personal Data you provide to us.
- 18.2 We inform you that you have the right to withdraw your consent at any time with effect for the future. It shall be as easy to withdraw as to give consent. Therefore, you can withdraw your consent by deleting your account at any time.
- 18.3 We inform you, that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

19. Data Protection: General Obligations

- 19.1 You shall keep all Personal Data that you process or access by using the Hosted Services strictly confidential. You are strictly prohibited to process Personal Data unauthorized, in particular but not limited to unauthorized collection, recording, organisation, 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.
- 19.2 You shall process Personal Data always in accordance with applicable law and observe the Principles of Processing of applicable law.
- 19.3. If GDPR is applicable to the processing of Personal Data, you shall process only in accordance with the Principles of GDPR, which means Personal Data shall be
 - a) processed lawfully and in a comprehensive manner for the data subject;

- b) collected with the defined, explicit and legitimate purpose and shall not be processed in other way, that is not associated with those purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization');
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that Personal Data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the Personal Data are processed;
- f) processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures ('integrity and confidentiality').

20. Business and Trade Secrets, other Secrets, Intellectual Property Rights, Designs, Wireframes and SaaS Application Functionality

20.1 You shall keep Business and Trade Secrets, other Secrets, Intellectual Property Rights, Designs, Wireframes and SaaS Application Functionality that are property of the Provider, Subscriber or Third Parties, strictly confidential and shall not process and/or copy, examine, analyze, explore, research, study, investigate, document, catalogue, log, note, register, report, write down, screen, recreate, reproduce, clone, duplicate, emulate, imitate, mirror, photocopy, portray, print, replicate, photograph, record, print screen, duplicate, inspect, and/or make them available to any Third Party, your employer or use them in any way without explicit approval of the owner of the respective Business or Trade Secret, other Secret, Intellectual Property Right, Design, Wireframe or SaaS Application Functionality.

20.2 Business and/or Trade Secrets are (at least) all information that are

- a) neither in general nor in their precise arrangement or composition generally known or otherwise available to the persons in circles, who usually handle such type of information and are therefore of economic value;
- b) subject to reasonable confidentiality measures by its lawful owner; and
- c) all information in regards to or about our SaaS Applications, in particular wireframes, functionalities, software architectures and interfaces and designs of the SaaS Applications you use or have access to under this User Agreement.

20.3 Business and Trade Secrets are in particular but not limited to information related to prices, target figures, turnover / profit / income figures, economical figures, current and planned projects, technological and conceptual structures, analytical work, software architectures and interfaces, datasets and their usage, passwords, authorities, duties, suppliers and customers data, data of Business Partners as well as particularly all confidential information related to customers and suppliers of the Provider, Subscriber or any Third Party, to which you got access by using the Hosted Services when preparing or executing activities regarding to customers and suppliers of the Provider, Subscriber or any Third Party, as for example information on relevant customers or suppliers of the Provider, Subscriber or any Third Party, business processes, infrastructure, business plans and products, software, programming or any information, that you processed during usage of confidential information or by using the Hosted Services.

20.4 You shall comply with any bank secrecy, professional secrecy, telecommunications secrecy, postal secrecy, correspondence secrecy, social data secrecy and any other secrecy, copyright or privacy regulation that is applicable to you, the Provider, Subscriber or any Third Party.

21. Arbitration Clause

All disputes arising out of or in connection with this User Agreement, or any other agreement between you, your employer, contractors, partners, us and other parties, are subject to the Arbitration Clause 21 from the "SaaS Subscription and Data Processing Agreement". You hereby confirm that you have read the SaaS Subscription and Data Processing Agreement in full.

22. Effects of Termination

Upon termination of this User Agreement, all of the provisions of this User Agreement shall cease to have effect, save that the following provisions of this User Agreement shall survive and continue to have effect, in accordance with their express terms or otherwise indefinitely: Clauses 8.3, 11, 14, 19, 20 and 21.

23. Consequences of Violation

Violation of the terms set forth in this User Agreement may lead to suspension or termination of the user's account and/or legal action.

APPENDIX 3 (Data Processing Information)

1. Nature and Purpose of the Processing, Type of Personal Data as well as Categories of Data Subjects:

a) Purpose of the Processing:

Provision of SaaS Solutions and Hosted Services. General Business purposes, Subscriber & Client administration, Staff and HR administration, Marketing, Sales & Providing of Products and Services.

b) Nature of the Processing (as defined in Art. 4 No. 2 GDPR):

Collection, recording, organisation, 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.

c) Type of Personal Data (as defined in Art. 4 No. 1, 13, 14 and 15 GDPR):

Personal Data acc. to Art. 4 No. 1 GDPR, in particular, data of employees, Subscribers and other Business Partners of Subscribers.

2. Categories of Data Subjects

Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers.

3. Categories of Personal Data

Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers, HR Contact Persons, Names, Address Data, Contact Information, Location data, Identification numbers, Online identifiers, Security identifiers, Other Identifiers, Factors specific to the economic identity.

4. Technical and Organizational Measures (TOMs)

1. Measures of pseudonymization and encryption of personal data

Pseudonymisation of personal data that are no longer needed in plain text

Encryption of websites (SSL)

Encryption of e-mail (TLS 1.2 or 1.3)

2. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Confidentiality and data protection agreements with employees

NDAs with third parties

Hardware- or software-firewall

Anti-Virus software

Regular backups

3. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Regular backups of the whole system

Regular test of backup and recovery

Regular training of IT staff

4. Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Regular review of processes by IT

Regular audits (e.g. by the DPO)

5. Measures for user identification and authorisation

Authentication with username / password

Regular checks of authorisations

Password guideline

Limitation of the number of administrators

Management of rights by system administrator

Differentiation between authorisations

6. Measures for the protection of data during transmission

Use of encryption technologies
Logging of activities and events
Encryption of email (TLS 1.2 or 1.3)
Use of company internal / restricted drives

7. Measures for the protection of data during storage

Logging of actions and events
Limitation of the number of administrator's
Firewall

8. Measures for ensuring physical security of locations at which personal data are processed

Manual locking system
Security locks
Key control

9. Measures for ensuring events logging

Logging activated on application level
Regular manual checks of logs

10. Measures for ensuring system configuration, including default configuration

Configuration change control process
Data protection by default and design is observed
Configuration only by system administrator
Regular training of IT staff

11. Measures for internal IT and IT security governance and management

IT security policy
Training of employees on data security
IT team with clear roles and responsibilities

12. Measures for certification/assurance of processes and products

Clear overview of the provisions applicable to the provided products/services/processes

Regular internal and/or external audits
Assignment of audit responsibilities to certified experts

13. Measures for ensuring data minimization

Identification of the purpose of processing
Assessment of a link between processing and purpose
Identification of the applicable retention periods for each data category
Secure erasure of the data after expiration of the retention period

14. Measures for ensuring data quality

Logging of entry and modification of data
Assignment of rights for data entry
Traceability of entry, modification of data by individual user names (not user groups)

15. Measures for ensuring limited data retention

Regular training on retention periods
Regular audit and assessment of retained data

16. Measures for ensuring accountability

Provision of training / awareness rising
Regular controls and checks
Appropriate policies on data protection
Conclusion of SCCs
Use of secure data erasure
Legal basis for processing exists for all activities
Documented privacy policy

17. Measures for allowing data portability and ensuring erasure

Personal data is stored in a structured format
Monitoring of legal deadline ensured
Observation of retention periods
Establishment of data portability process
Proper handling of data subject requests
Secure data erasure and data carrier destruction.

18. For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

Secure data erasure and data carrier destruction (certified data erasure and destruction).

Contractually agreed on effective control rights

Contractually agreed on provision of assistance to the controller

5. Sub-Processors of Personal Data

This are the current sub-processors of Willing & Able Licensing LLC. The respective contact addresses are published on their websites.

Company Name	Website	Services	Country	Location of Service
Hetzner	hetzner.de	Hosting & Cloud	Germany	Gunzenhausen
1&1	1und1.de	Hosting & Cloud	Germany	Montabaur
Strato	Strato.de	Hosting & Cloud	Germany	Berlin
Contabo GmbH	contabo.com	Hosting & Cloud	Germany	München
Amazon Web Services	aws.amazon.com	Hosting & Cloud	Germany	Frankfurt
Microsoft Azure	azure.microsoft.com	Hosting & Cloud	Netherlands	Amsterdam
Microsoft Office 365	office.com	Office 365	Netherlands	Amsterdam
Google Cloud	cloud.google.com	Hosting & Cloud	Ireland	Dublin
Google G-Suite	gsuite.google.com	G-Suite	Ireland	Dublin
Digital Ocean	digitalocean.com	Hosting & Cloud	Germany	Frankfurt
Willing & Able Operations	willing-able.com	Development, Sales and Support	Armenia	Yerevan
Willing & Able Georgia	willing-able.com	Development, Sales and Support	Georgia	Tbilissi

APPENDIX 4 (Standard Contractual Clauses)

Section A

STANDARD CONTRACTUAL CLAUSES 2021/915 BETWEEN CONTROLLERS AND PROCESSORS

Text retrievable on <https://willing-able.com/gdpr-terms-and-conditions/>

ANNEX I List of parties

Controller(s): [Identity and contact details of the controller(s), and, where applicable, of the controller's data protection officer]

Controller Number 1:

Name: Subscriber (see in application)

Address: Legal address of Subscriber (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscriber (see in application)

Where applicable, the controller's data protection officer: Name available upon request

Accession date: Date of system registration of the respective processor (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Controller Number 2:

Name: Subscribers Subsidiary that is using the application as a Controller (see in application)

Address: Legal address of Subscribers Subsidiary (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration of the respective processor (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Controller Number 3:

Name: Subscription Partner that is using the application as a Controller (see in application)

Address: Legal address of Subscription Partner (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration of the respective processor (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Controller Number 4:

Name: Franchise Partner that is using the application as a Controller (see in application)

Address: Legal address of Franchise Partner (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration of the respective processor (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Processor(s): [Identity and contact details of the processor(s) and, where applicable, of the processor's data protection officer]

Processor Number 1:

Name: Subscribers Subsidiary that is using the application as a Processor (see in application)

Address: Legal address of Subscribers Subsidiary (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Processor Number 2:

Name: Subscribers Contractor that is using the application as a Processor (see in application)

Address: Legal address of Subscribers Contractor (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Contractor (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Processor Number 3:

Name: Subscription Partner that is using the application as a Processor (see in application)

Address: Legal address of Subscription Partner (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

Processor Number 4:

Name: Franchise Partner that is using the application as a Processor (see in application)

Address: Legal address of Franchise Partner (based in the EU/EEA) (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Where applicable, the controller's data protection officer: Name available upon request, if any

Accession date: Date of system registration (see in application)

Concluded by acceptance of Willing & Able SaaS Subscription and Data Processing Agreement

ANNEX II
Description of the processing

Categories of data subjects whose personal data is processed

Customers	Potential customers
Employees	Business partners
Apprentices	Suppliers
Communication participants	Trainees
Service providers	Consultants
Students	Authorized Agents
Shareholders	Contact Persons
Subscribers	

Categories of personal data processed

Names	Identification number
Location data	Online identifier
Customer data	Data of potential customers
Data of employees	Data of Business Partners
Data of apprentices	Data of suppliers
Data of communic. participants	Data of trainees
Data of service providers	Data of consultants
Data of students	Data of authorized agents
Data of shareholders	Data of contact persons
Data of subscribers	

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive data processed

None

Applied restrictions or safeguards

Access restrictions
 Keeping a record of access to the data
 Restrictions for onward transfers
 Additional security measures, see TOMs of Willing & Able.

Nature of the processing

Collection	Adaptation	Disclosure by transmission
Restriction	Recording	Alteration
Dissemination	Erasure	Organisation
Retrieval	Otherwise making available	Destruction
Structuring	Consultation	Alignment
Storage	Use	Combination

Purpose(s) for which the personal data is processed on behalf of the controller

Usage of Online-Application of Willing & Able.

Duration of the processing

The data is processed on a continuous basis.

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter of (sub-) processing: Granting access to usage of Online-Application of Willing & Able.

Nature of (sub-) processing: Usage of Online-Application of Willing & Able.

Duration of (sub-) processing: The data is processed on a continuous basis.

ANNEX III

Technical and organisational measures including technical and organisational measures to ensure the security of the data

See above in “4. Technical and Organizational Measures (TOMs)”

ANNEX IV

List of sub-processors

EXPLANATORY NOTE:

This Annex needs to be completed in case of specific authorisation of sub-processors (Clause 7.7(a), Option 1).

The controller has authorised the use of the following sub-processors:

See section “Sub-Processors of Personal Data” in Willing & Able SaaS Subscription and Data Processing Agreement, and/or separate document.

Section B

STANDARD CONTRACTUAL CLAUSES 2021/914

MODULE ONE: Transfer Controller to Controller

Text retrievable on <https://willing-able.com/gdpr-terms-and-conditions/>

ANNEX I

A. LIST OF PARTIES

Data exporter Number 1:

Name: Subscriber (see in application)

Address: Legal address of Subscriber (see in application)

Contact person's name, position and contact details: Legal representative of Subscriber (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Controller

Data exporter Number 2:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Controller

Data importer Number 1:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Controller

Data importer Number 2:

Name: Business Partner (see in application)

Address: Legal address of Business Partner (see in application)

Contact person's name, position and contact details: Legal representative of Business Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customers	Potential customers
Employees	Business partners
Apprentices	Suppliers
Communication participants	Trainees
Service providers	Consultants
Students	Authorized Agents
Shareholders	Contact Persons
Subscribers	

Categories of personal data transferred

Names	Identification number
Location data	Online identifier
Customer data	Data of potential customers
Data of employees	Data of Business Partners
Data of apprentices	Data of suppliers
Data of communic. participants	Data of trainees
Data of service providers	Data of consultants
Data of students	Data of authorized agents
Data of shareholders	Data of contact persons
Data of subscribers	

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive data transferred

None

Applied restrictions or safeguards

Access restrictions
 Keeping a record of access to the data
 Restrictions for onward transfers
 Additional security measures, see TOMs of Willing & Able.

Frequency of transfer:

The data is transferred on a continuous basis.

Nature of processing

Collection	Adaptation	Disclosure by transmission
Restriction	Recording	Alteration
Dissemination	Erasure	Organisation
Retrieval	Otherwise making available	Destruction
Structuring	Consultation	Alignment
Storage	Use	Combination

Purpose(s) of the data transfer and further processing

Usage of Online-Application of Willing & Able.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data is retained for a longer period. The statutory retention period is used to determine the retention period.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter of (sub-) processing: Granting access to usage of Online-Application of Willing & Able.

Nature of (sub-) processing: Usage of Online-Application of Willing & Able.

Duration of (sub-) processing: The data is processed on a continuous basis.

C. COMPETENT SUPERVISORY AUTHORITY

BayLDA - Bayerisches Landesamt für Datenschutzaufsicht

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

See above in “4. Technical and Organizational Measures (TOMs)”

Section C

STANDARD CONTRACTUAL CLAUSES 2021/914

MODULE TWO: Transfer Controller to Processor

Text retrievable on <https://willing-able.com/gdpr-terms-and-conditions/>

ANNEX I

A. LIST OF PARTIES

Data exporter Number 1:

Name: Subscriber (see in application)

Address: Legal address of Subscriber (see in application)

Contact person's name, position and contact details: Legal representative of Subscriber (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Controller

Data exporter Number 2:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Controller

Data importer Number 1:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 2:

Name: Business Partner (see in application)

Address: Legal address of Business Partner (see in application)

Contact person's name, position and contact details: Legal representative of Business Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 3:

Name: Willing & Able Licensing LLC

Address: Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi, Republic of Georgia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data importer Number 4:

Name: Willing & Able Operations LLC

Address: Shop 141, Building 25, 1st Floor, Norashen, Ajapnyak, Yerevan, 0036, Republic of Armenia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data importer Number 5:

Name: Subscription Partner (see in application)

Address: Legal address of Subscription Partner (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 6:

Name: Franchise Partner (see in application)

Address: Legal address of Franchise Partner (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customers	Potential customers
Employees	Business partners
Apprentices	Suppliers
Communication participants	Trainees
Service providers	Consultants
Students	Authorized Agents
Shareholders	Contact Persons
Subscribers	

Categories of personal data transferred

Names	Identification number
Location data	Online identifier
Customer data	Data of potential customers
Data of employees	Data of Business Partners
Data of apprentices	Data of suppliers
Data of communic. participants	Data of trainees
Data of service providers	Data of consultants
Data of students	Data of authorized agents
Data of shareholders	Data of contact persons
Data of subscribers	

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive data transferred

None

Applied restrictions or safeguards

Access restrictions
 Keeping a record of access to the data
 Restrictions for onward transfers
 Additional security measures, see TOMs of Willing & Able.

Frequency of transfer:

The data is transferred on a continuous basis.

Nature of processing

Collection	Adaptation	Disclosure by transmission
Restriction	Recording	Alteration
Dissemination	Erasure	Organisation
Retrieval	Otherwise making available	Destruction
Structuring	Consultation	Alignment
Storage	Use	Combination

Purpose(s) of the data transfer and further processing

Usage of Online-Application of Willing & Able.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data is retained for a longer period. The statutory retention period is used to determine the retention period.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter of (sub-) processing: Granting access to usage of Online-Application of Willing & Able.

Nature of (sub-) processing: Usage of Online-Application of Willing & Able.

Duration of (sub-) processing: The data is processed on a continuous basis.

C. COMPETENT SUPERVISORY AUTHORITY

BayLDA - Bayerisches Landesamt für Datenschutzaufsicht

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

See above in “4. Technical and Organizational Measures (TOMs)”

ANNEX III

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

See section “Sub-Processors of Personal Data” in Willing & Able SaaS Subscription and Data Processing Agreement, and/or separate document.

Section D

STANDARD CONTRACTUAL CLAUSES 2021/914

MODULE THREE: Transfer Processor to Processor

Text retrievable on <https://willing-able.com/gdpr-terms-and-conditions/>

ANNEX I

A. LIST OF PARTIES

Data exporter Number 1:

Name: Subscriber (see in application)

Address: Legal address of Subscriber (see in application)

Contact person's name, position and contact details: Legal representative of Subscriber (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 2:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 3:

Name: Willing & Able Licensing LLC

Address: Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi, Republic of Georgia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data exporter Number 4:

Name: Willing & Able Operations LLC

Address: Shop 141, Building 25, 1st Floor, Norashen, Ajapnyak, Yerevan, 0036, Republic of Armenia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data exporter Number 5:

Name: Subscription Partner (see in application)

Address: Legal address of Subscription Partner (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 6:

Name: Franchise Partner (see in application)

Address: Legal address of Franchise Partner (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data importer Number 1:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 2:

Name: Business Partner (see in application)

Address: Legal address of Business Partner (see in application)

Contact person's name, position and contact details: Legal representative of Business Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 3:

Name: Willing & Able Licensing LLC

Address: Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi, Republic of Georgia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 4:

Name: Willing & Able Operations LLC

Address: Shop 141, Building 25, 1st Floor, Norashen, Ajapnyak, Yerevan, 0036, Republic of Armenia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 5:

Name: Subscription Partner (see in application)

Address: Legal address of Subscription Partner (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

Data importer Number 6:

Name: Franchise Partner (see in application)

Address: Legal address of Franchise Partner (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customers	Potential customers
Employees	Business partners
Apprentices	Suppliers
Communication participants	Trainees
Service providers	Consultants
Students	Authorized Agents
Shareholders	Contact Persons
Subscribers	

Categories of personal data transferred

Names	Identification number
Location data	Online identifier
Customer data	Data of potential customers
Data of employees	Data of Business Partners

Data of apprentices	Data of suppliers
Data of communic. participants	Data of trainees
Data of service providers	Data of consultants
Data of students	Data of authorized agents
Data of shareholders	Data of contact persons
Data of subscribers	

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive data transferred

None

Applied restrictions or safeguards

Access restrictions
 Keeping a record of access to the data
 Restrictions for onward transfers
 Additional security measures, see TOMs of Willing & Able.

Frequency of transfer:

The data is transferred on a continuous basis.

Nature of processing

Collection	Adaptation	Disclosure by transmission
Restriction	Recording	Alteration
Dissemination	Erasure	Organisation
Retrieval	Otherwise making available	Destruction
Structuring	Consultation	Alignment
Storage	Use	Combination

Purpose(s) of the data transfer and further processing

Usage of Online-Application of Willing & Able.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data is retained for a longer period. The statutory retention period is used to determine the retention period.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter of (sub-) processing: Granting access to usage of Online-Application of Willing & Able.

Nature of (sub-) processing: Usage of Online-Application of Willing & Able.

Duration of (sub-) processing: The data is processed on a continuous basis.

C. COMPETENT SUPERVISORY AUTHORITY

BayLDA - Bayerisches Landesamt für Datenschutzaufsicht

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

See above in “4. Technical and Organizational Measures (TOMs)”

ANNEX III LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

See section “Sub-Processors of Personal Data” in Willing & Able SaaS Subscription and Data Processing Agreement, and/or separate document.

Section E

STANDARD CONTRACTUAL CLAUSES 2021/914

MODULE FOUR: Transfer Processor to Controller

Text retrievable on <https://willing-able.com/gdpr-terms-and-conditions/>

ANNEX I

A. LIST OF PARTIES

Data exporter Number 1:

Name: Subscriber (see in application)

Address: Legal address of Subscriber (see in application)

Contact person's name, position and contact details: Legal representative of Subscriber (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 2:

Name: Subscribers Subsidiary (see in application)

Address: Legal address of Subscribers Subsidiary (see in application)

Contact person's name, position and contact details: Legal representative of Subscribers Subsidiary (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 3:

Name: Willing & Able Licensing LLC

Address: Geronti Kikodze Street 11, 1st Floor, 0105 Tbilisi, Republic of Georgia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data exporter Number 4:

Name: Willing & Able Operations LLC

Address: Shop 141, Building 25, 1st Floor, Norashen, Ajapnyak, Yerevan, 0036, Republic of Armenia

Contact person's name, position and contact details: see imprint of Willing & Able website

Activities relevant to the data transferred under these Clauses: Usage and provision of the application, and/or related services.

Where applicable, of its/their data protection officer and/or representative in the European Union: Prof. Dr. h.c. Heiko Jonny Maniero, LL.B., LL.M. mult., M.L.E., Franz-Joseph-Str. 11, 80801 München, Germany

Date: Date of system registration of Subscriber (see in application)

Role: Processor

Data exporter Number 5:

Name: Subscription Partner (see in application)

Address: Legal address of Subscription Partner (see in application)

Contact person's name, position and contact details: Legal representative of Subscription Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data exporter Number 6:

Name: Franchise Partner (see in application)

Address: Legal address of Franchise Partner (see in application)

Contact person's name, position and contact details: Legal representative of Franchise Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration of the data importer (see in application)

Role: Processor

Data importer Number 1:

Name: Business Partner (see in application)

Address: Legal address of Business Partner (see in application)

Contact person's name, position and contact details: Legal representative of Business Partner (see in application)

Activities relevant to the data transferred under these Clauses: Usage and provision of the application.

Where applicable, of its/their data protection officer and/or representative in the European Union: Name available upon request.

Date: Date of system registration (see in application)

Role: Controller

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Customers	Potential customers
Employees	Business partners
Apprentices	Suppliers
Communication participants	Trainees
Service providers	Consultants
Students	Authorized Agents
Shareholders	Contact Persons
Subscribers	

Categories of personal data transferred

Names	Identification number
Location data	Online identifier
Customer data	Data of potential customers
Data of employees	Data of Business Partners
Data of apprentices	Data of suppliers
Data of communic. participants	Data of trainees
Data of service providers	Data of consultants
Data of students	Data of authorized agents
Data of shareholders	Data of contact persons
Data of subscribers	

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive data transferred

None

Applied restrictions or safeguards

Access restrictions
 Keeping a record of access to the data
 Restrictions for onward transfers
 Additional security measures, see TOMs of Willing & Able.

Frequency of transfer:

The data is transferred on a continuous basis.

Nature of processing

Collection	Adaptation	Disclosure by transmission
Restriction	Recording	Alteration
Dissemination	Erasure	Organisation
Retrieval	Otherwise making available	Destruction
Structuring	Consultation	Alignment
Storage	Use	Combination

Purpose(s) of the data transfer and further processing

Usage of Online-Application of Willing & Able.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data is retained for a longer period. The statutory retention period is used to determine the retention period.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject matter of (sub-) processing: Granting access to usage of Online-Application of Willing & Able.

Nature of (sub-) processing: Usage of Online-Application of Willing & Able.

Duration of (sub-) processing: The data is processed on a continuous basis.

APPENDIX 5 (Swiss Transborder Data Flow Agreement)

Swiss Transborder Data Flow Agreement

by and between the

PARTY 1

(hereinafter Data Exporter)

and the

PARTY 2

(hereinafter Data Importer)

§ 1 Purpose

This Swiss Transborder Data Flow Agreement (the Agreement) is entered into by and between the Data Exporter and the Data Importer to provide adequate protection for Personal Data in situations in which such data is transferred from the Data Exporter established in Switzerland to the Data Importer established in another country for the purposes of processing such data on behalf of the Data Exporter.

The purposes of the transfer to, and processing by, the Data Importer are described in Annex 1 to this Agreement. Annex 1 forms an integral part of this Agreement and may be amended by the Data Exporter from time to time.

§ 2 Scope

This Agreement applies to all Personal Data relating to Third Parties that is transferred (which shall include making it available for access) from the Data Exporter to the Data Importer; or processed by the Data Importer on behalf of the Data Exporter.

The catalogue of the Personal Data to be transferred and/or processed is found in Section 1 of Annex 1 to this Agreement.

§ 3 Definitions

Unless defined otherwise herein, all terms shall have the same meaning as defined in the Swiss Federal Act of 19 June 1992 on Data Protection (FADP). Any reference to the FADP shall always also include a reference to the Ordinance to the FADP (the OFADP) and any other provision of the substantive Swiss Data Protection law.

For the purposes of this Agreement:

'Data Exporter' means the natural or legal person, public authority, agency or any other body established in Switzerland which alone or jointly with others determines the purposes and means of the processing of Personal Data and which transfers such data to another country for the purposes of its processing on his behalf.

'Data Importer' means a natural or legal person, public authority, agency or any other body established in another country which agrees to receive Personal Data from the Data Exporter for the purposes of processing such data on behalf of the latter after the transfer in accordance with his instructions.

'Subprocessor' means any processor engaged by the Data Importer (or by any other Subprocessor of the Data Importer) who agrees to receive from the Data Importer (or from any other Subprocessor of the Data Importer) Personal Data exclusively intended for processing on behalf of the Data Exporter after the transfer in accordance with his instructions and the terms of the written subcontract.

§ 4 Obligations of the Data Exporter

The Data Exporter warrants that the Personal Data to be transferred has been collected and processed in accordance with the requirements of the FADP. The Data Exporter further warrants that the transfer of the Personal Data and the processing of such data by the Data Importer as set forth in this Agreement is admissible under the FADP and the Data Exporter undertakes that the transfer is made in accordance with the FADP.

The Data Exporter shall verify that the Technical and Organizational Measures, as required by Art. 7 para. 1 FADP and Art. 8 et seq. OFADP, undertaken by the Data Importer (that are known to the data exporter) are sufficient to protect the transferred Personal Data from any unauthorized processing. The Technical and Organizational Measures form an integral part of this Agreement and may be amended by the Data Exporter from time to time.

§ 5 Obligations of the Data Importer

The Data Importer undertakes and warrants that it will process any and all Personal Data received from or made available by the Data Exporter or derived from such data

- (1) solely on behalf and solely for the purposes of the Data Exporter as set forth in Section 2 of Annex 1 or as otherwise expressly provided for by the Data Exporter or agreed with the Data Exporter;
- (2) in accordance with the instructions of the Data Exporter which may be given by any means, including e-mail; and
- (3) in compliance with this Agreement.

The Data Importer undertakes, prior to any processing, appropriate Technical and Organizational Measures as defined by the FADP (particularly Art. 7 para. 1 FADP and Art. 8 et seq. OFADP) to protect the transferred Personal Data from unauthorized processing, including any processing not expressly authorized by this Agreement and including accidental loss or destruction of, or damage to, such Personal Data.

The Data Importer will promptly inform, and cooperate with, the Data Exporter

- (1) if it believes that it may no longer be able, or no longer is able, to comply with this Agreement, particularly in case it receives or must reasonably expect to receive a request or order of a competent authority requiring it to disclose, or refrain from further processing, some or all Personal Data to which this Agreement applies; or
- (2) if any accidental or unauthorized access has occurred.

The Data Importer shall not subcontract any of its processing operations performed on behalf of the Data Exporter under this Agreement without the prior written consent of the Data Exporter.

In the event of subprocessing, the Data Importer undertakes that

- (1) it has previously informed the Data Exporter and obtained its prior written consent;
- (2) the subcontracting of the processing of Personal Data may only consist of the processing operations agreed in this Agreement;

- (3) Data Importer and Subprocessor shall sign an Agreement which will impose the same obligations on the Subprocessor as those imposed on the Data Importer under this Agreement;
- (4) it will promptly send a copy of any Subprocessor Agreement it concludes under this Agreement to the Data Exporter.

Where the Subprocessor fails to fulfil its Data Protection obligations under such written agreement, the Data Importer shall remain fully liable to the Data Exporter for the performance of the Subprocessor's obligations under such agreement.

§ 6 Rights of Persons Affected

The Data Exporter is responsible that the Persons Affected are provided with their right of information (right of access), correction, blocking, suppression or deletion, as available under the FADP. The Data Importer (and any Subprocessor) will fully and without delay cooperate with the Data Exporter in, and provide to the Data Exporter the necessary services for, fulfilling such requests or inquiries of Persons Affected.

§ 7 Term and Termination

This Agreement shall be binding between the parties upon execution by both parties and shall remain in place for an indefinite period of time. Each party may terminate this Agreement at any time with immediate effect by providing a written notice. The Data Exporter may also suspend the transfer of Personal Data and/or its processing at any time.

Upon termination of this Agreement for whatever reason, the Data Importer (and any Subprocessor) shall,

- (1) immediately return any Personal Data and copies thereof to which this Agreement applies, including the Personal Data transferred by the Data Exporter; and, to the extent this is not possible,
- (2) destroy such Personal Data and copies thereof, and certify to the Data Exporter in writing that it has done so;

unless legislation imposed upon the Data Importer prevents it from returning or destroying all or parts of the Personal Data to which this Agreement applies, in which case the Data Importer informs the Data Exporter and undertakes to keep such Personal Data confidential and not actively process it anymore.

Upon termination of this Agreement, any other contract signed by the Data Importer and the Subprocessor for the purposes of processing and transferring Personal Data under this Agreement shall be terminated automatically. This, however, does not concern any other contract signed by the Data Exporter and Data Importer for other purposes.

§ 8 Miscellaneous

Each party will provide any court or supervisory agency, and the Data Exporter will provide any Person Affected, a copy or the Content of this Agreement upon its request or if required by law.

The rights and obligations of each party to this Agreement are without prejudice and notwithstanding to any other rights and obligations the parties may or may not have under other agreements. This Agreement does not regulate the consequences that the execution of a right and performance of an obligation under this Agreement may have under another relationship among the parties.

Persons Affected may raise damages and other claims pursuant to the FADP relating to the transfer and/or processing of their Personal Data under this Agreement against either party.

This Agreement may only be modified in writing. The parties shall not assign this Agreement or any rights or obligations hereunder to any Third Party without the prior written consent of the other party.

This Agreement (and any Agreement signed by the Data Importer and any Subprocessor for the purposes of processing and transferring Personal Data under this Agreement) shall be governed by and construed in accordance with the substantive laws of Switzerland. Any dispute arising out of or in connection with this Agreement (or any subprocessor Agreement signed by the Data Importer and any Subprocessor for the purposes of processing and transferring Personal Data under this Agreement) or breach thereof, shall be exclusively settled by the ordinary courts at the seat of the Data Exporter in Switzerland.

ANNEX1 TO THE SWISS TRNSBOARDER DATA FLOW AGREEMENT

Description of the Transfer and Processing

1. Catalogue of Personal Data to be transferred and processed:

Data Subjects: Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers.

2. Purpose(s) of the transfer and processing:

Provision and use of SaaS Application(s).

3. Categories of the Persons Affected:

Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers, HR Contact Persons, Names, Address Data, Contact Information, Location data, Identification numbers, Online identifiers, Security identifiers, Other Identifiers, Factors specific to the economic identity.

4. Persons who may access or receive the Personal Data:

Employees of the Subscriber.

Employees of the Provider and its subsidiaries.

Subprocessors.

5. Data Protection registration information of the Data Exporter:

None.

6. Additional useful information:

None.

7. Contact Information for Data Protection Inquiries:

Willing & Able Operations LLC
Shop 141, Building 25, 1st Floor
Norashen, Ajapnyak
Yerevan, 0036
Republic of Armenia
Managing Director:

Registration No.: 271.110.1077503
Code of legal entity: 51649254
TPAN: 01 292739
Insurer's code: 49117503
E-Mail: info@willing-able.com
Davit Mnatsakanyan

APPENDIX 6 (Joint Controllership Agreement between the Provider and FranchisePartner or Subscription Partner)

Joint Controllership Agreement between the Provider and FranchisePartner or Subscription Partner in accordance with Art. 26 GDPR

between
the Provider
(hereinafter referred to as "**Controller 1**")
and
the FranchisePartner
or the SubscriptionPartner
(hereinafter referred to as "**Controller 2**")

Preamble

The controllers have jointly defined the purposes and means of processing described in this agreement. In this respect, they qualify as joint controllers within the meaning of Art. 26(1), 4 No. 7 GDPR. This Agreement governs the rights and obligations of the two controllers with respect to joint controllership.

The following Agreement shall apply only to activities and services that are jointly managed, provided or otherwise incorporated by both controllers.

§ 1 Definitions

The legal definitions from Art. 4 GDPR shall apply. In addition, the following definitions are applicable to this agreement:

Main Contract is any Agreement between the two controllers, in which other contractual obligations of the controllers are specified.

Contractor is any processor or other service provider within the meaning of Art. 28 or Chapter V GDPR whose services are required and/or used by the respective controller for the provision or performance of tasks that are specified in this Agreement or in the Main Contract.

Third Country is any country outside the European Union (EU) or the European Economic Area (EEA).

Secure Data Deletion means repeated overwriting of a data carrier, partitions, or individual files with random characters or characters that match a particular pattern that ensures that previously stored data is unrecoverable.

Data Carrier Destruction is the physical destruction of a data carrier.

§ 2 Subject Matter of Processing

- 2.1 The subject matter of processing is specified in the Main Contract. All mutually deliverables are governed exclusively by the Main Contract.
- 2.2 The purpose of joint Personal Data processing is: Providing of SaaS Applications to achieve a mutual benefit.
- 2.3 Processed categories of Personal Data are: Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers, HR Contact Persons, Names, Address Data, Contact Information, Location data, Identification numbers, Online identifiers, Security identifiers, Other Identifiers, Factors specific to the economic identity.

§ 3 Duration of the Agreement

- 3.1 The duration of this Agreement is based on the duration of the Main Contract. This Agreement ends simultaneously with the Main Contract.
- 3.2 The right to termination without notice due to material breach of this Agreement remains unaffected.
- 3.3 Termination requires prior written notice to be effective.

§ 4 Extraordinary Termination

- 4.1 Both controllers may terminate this Agreement at any time without notice in the event that the other controller seriously breaches any laws or regulations on Data Protection which are valid in the European Union or Member States, or other provisions of this Agreement. A serious breach is, inter alia, if a controller has not fulfilled all obligations set out in this Agreement.

- 4.2 In case of any breach by one of the controllers, the other controller shall set a reasonable deadline for remedy. If the remedy does not occur in time, the latter is entitled to extraordinary termination.

§ 5 Allocation of Responsibilities

- 5.1 Each controller ensures compliance with all laws and legal provisions applicable, in particular, the legality of the operations performed when processing Personal Data. However, both controllers shall be equally responsible for the lawfulness of joint processing.
- 5.2 The location of Controller 1 shall be deemed to be the Principal place of business and reference for determination of the competent supervisory authority.

§ 6 Ensuring Transparency Information & Data Subject Rights

- 6.1 Controller 1 provides the Data Subject with the transparency information required under Art. 13 and 14 GDPR.
- 6.2 Both controllers shall implement Technical and Organizational Measures to fulfil, within the statutory time limits, the rights of the Data Subjects resulting from Chapter III GDPR.
- 6.3 Controller 1 undertakes to provide the Data Subject with the information to which they are entitled according to Art. 15 GDPR and shall ensure that the Data Subject's rights can be exercised in full.
- 6.4 Controller 1 acts as a contact point for Data Subjects.

§ 7 Provision According to Art. 26 (2) Sentence 2 GDPR

Controller 1 provides the Data Subjects with the substance of this Agreement in a transparent manner. This means, that the complete language of this Agreement is made available to the public as an Appendix to the SaaS Subscription and Data Processing Agreement.

§ 8 Processing Activities and Functionality of the SaaS Applications

- 8.1 Controller 1 is responsible for all processing activities and all functionality implemented or provided by the SaaS Applications.

§ 9 General Responsibilities of the Controllers

- 9.1 Controller 2 shall inform Controller 1 immediately, if any bugs, errors or irregularities are discovered by him or Third Parties during the use or examination of the SaaS Applications.
- 9.2 Each controller shall inform the other controller if Data Protection inquiries are made in connection with the other controller or joint controllership.
- 9.3 Controller 1 maintains the directory of processing activities (Art. 30 GDPR).
- 9.4 Controller 1 is responsible for the obligations resulting from Art. 33 and Art. 34 GDPR.
- 9.5 If a Data Protection Impact Assessment (hereinafter referred to as "DPIA") (Art. 35 GDPR) is required, the DPIA will be carried out by Controller 1.
- 9.6 If a Legitimate Interest Assessment (hereinafter referred to as "LIA") (Art. 6 (1) (f) GDPR) is required, the LIA will be carried out by Controller 1.
- 9.7 Each controller agrees to keep Technical and Organizational Measures of the other controller confidential as long as they are not published or otherwise made public by the other controller.
- 9.8 Insofar as required by law, the controllers shall designate a Data Protection Officer. In the absence of a legal obligation, they shall designate a contact person with the rights and duties to make decisions in regards to Data Protection. A change of the Data Protection Officer or a contact person shall be communicated to the other controller.

§ 10 Ensuring Confidentiality

- 10.1 Each controller declares that all persons entrusted by him with data processing have signed confidentiality/Data Protection agreements with the controller before commencing processing activities or are subject to statutory duty of confidentiality, and that such agreements or statutory duties continue to apply after termination of their employment, freelancer status or other contractual relationship.
- 10.2 Each controller declares that all persons engaged by him for any activities have signed agreements and are obligated to protect trade secrets, business secrets and professional secrets of the controller and Third Parties or are subject to statutory duty of confidentiality in this regard, and that such agreements or statutory duties continue to apply after termination of their employment, freelancer status or other contractual relationship.

§ 11 Ensuring Safety of Processing

- 11.1 Both controllers shall organize their activities in such way that they meet the requirements of applicable IT security laws, including Data Protection laws and regulations. Each controller shall adopt appropriate Technical and Organizational Measures to safeguard Personal Data from misuse and loss and comply with the requirements of law and modern standards of Data Protection. The Technical and Organizational Measures of both controllers have been exchanged, and are checked and controlled.
- 11.2 The Technical and Organizational Measures are subject to technical progress and further development. In this regard, each controller is allowed to and shall implement from time to time alternative, but demonstrably adequate or better measures. Each controller shall ensure that the contractually agreed level of protection is not undercut.

§ 12 Data Carrier Destruction and Secure Data Deletion

- 12.1 The controllers agree that Data Carrier Destruction and Secure Data Deletion shall be carried out in accordance with GDPR.
- 12.2 When required, Controller 1 shall carry out Data Carrier Destruction and Secure Data Deletion.

§ 13 Processor

- 13.1 Each controller shall conclude an Agreement in accordance with Art. 28 GDPR or fulfil the conditions laid down in Chapter V of GDPR with each of its processors, if the processor should act within the scope of joint controllership.
- 13.2 The other controller has the right to prohibit the commissioning of a processor for important reasons. The alleged unreliability of a processor should be understood as an important reason.
- 13.3 Each processor should provide, if possible, its services in the European Union (EU) or in the European Economic Area (EEA). Where a service is provided, in whole or in part, by a processor in a Third Country, both controllers shall give their consent to the transfer of Personal Data to the Third Country.
- 13.4 Each controller shall ensure that all processors used by him have designated a Data Protection Officer, if the processor is legally obliged to do so. If there is no legal obligation to designate a Data Protection Officer, the processor

shall provide the respective controller with a contact person that has the right and obligation to make decisions on Data Protection.

§ 14 Liability

- 14.1 For damages caused to a Data Subject, both controllers are jointly liable towards the Data Subject.
- 14.2 Each controller is liable to the other controller for such damages that are attributable to him.
- 14.3 Further liability claims under applicable laws and regulations remain unaffected.

§ 15 Supplement by the European Union and Member State Law

- 15.1 In addition to the provisions of this agreement, the European Union law, in particular the General Data Protection Regulation and the Data Protection law of the Member States, apply internally between the controllers.
- 15.2 If the controllers are subject to obligations under EU or Member State law not included in this Agreement, such provisions shall automatically be deemed to have been agreed between the parties in accordance with the spirit and purpose of this Agreement as they would have been agreed upon by two controllers who are in compliance with Data Protection law.

§ 16 Arbitration Clause

- 16.1 All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.
- 16.2 The arbitral tribunal shall be comprised of a sole arbitrator.
- 16.3 The seat of the arbitration is Munich, Germany. For economic reasons, both parties agree to online arbitration and will use any online meeting system provided by the arbitrator.
- 16.4 The language of the arbitration shall be German.
- 16.5 The rules of law applicable to the merits shall be German Law.
- 16.6 The parties jointly nominate the following Attorney at Law to act as the arbitrator:

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- 16.7 The arbitrator can assign the case to another arbitrator without obtaining consent of the parties.
- 16.8 The arbitrator and contact details set out may be updated from time to time. Controller 2 hereby agrees that Controller 1 may change the arbitrator on its own discretion.

§ 17 Severability Clause

- 17.1 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect, unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted.
- 17.2 If the Controllers disagree on a provision that is to be supplemented and necessary, they shall appeal to the Arbitral Tribunal.

APPENDIX 7 (Joint Controllership Agreement between the Subscribers and a Subsidiary)

Joint Controllership Agreement between the Subscriber and a Subsidiary in accordance with Art. 26 GDPR

between

the Subscriber

(hereinafter referred to as "**Controller 1**")

and

the Subsidiary of the Subscriber

(hereinafter referred to as "**Controller 2**")

Preamble

The controllers have jointly defined the purposes and means of processing described in this agreement. In this respect, they qualify as joint controllers within the meaning of Art. 26(1), 4 No. 7 GDPR. This Agreement governs the rights and obligations of the two controllers with respect to joint controllership.

The following Agreement shall apply only to activities and services that are jointly managed, provided or otherwise incorporated by both controllers.

§ 1 Definitions

The legal definitions from Art. 4 GDPR shall apply. In addition, the following definitions are applicable to this agreement:

Main Contract is any Agreement between the two controllers, in which other contractual obligations of the controllers are specified.

Contractor is any processor or other service provider within the meaning of Art. 28 or Chapter V GDPR whose services are required and/or used by the respective controller for the provision or performance of tasks that are specified in this Agreement or in the Main Contract.

Third Country is any country outside the European Union (EU) or the European Economic Area (EEA).

Secure Data Deletion means repeated overwriting of a data carrier, partitions, or individual files with random characters or characters that match a particular pattern that ensures that previously stored data is unrecoverable.

Data Carrier Destruction is the physical destruction of a data carrier.

§ 2 Subject Matter of Processing

- 2.1 The subject matter of processing is specified in the Main Contract. All mutually deliverables are governed exclusively by the Main Contract.
- 2.2 The purpose of joint Personal Data processing is: Joint usage of SaaS Applications.
- 2.3 Processed categories of Personal Data are: Subscribers, Potential Subscribers, Employees, Employees of Third Parties, Business Partners, Suppliers, Communication Participants, Contractual Partners, Service Providers, Consultants, Freelancers, Authorized Agents, Data Protection Officers, HR Contact Persons, Names, Address Data, Contact Information, Location data, Identification numbers, Online identifiers, Security identifiers, Other Identifiers, Factors specific to the economic identity.

§ 3 Duration of the Agreement

- 3.1 The duration of this Agreement is based on the duration of the Main Contract. This Agreement ends simultaneously with the Main Contract.
- 3.2 The right to termination without notice due to material breach of this Agreement remains unaffected.
- 3.3 Termination requires prior written notice to be effective.

§ 4 Extraordinary Termination

- 4.1 Both controllers may terminate this Agreement at any time without notice in the event that the other controller seriously breaches any laws or regulations on Data Protection which are valid in the European Union or Member States, or other provisions of this Agreement. A serious breach is, inter alia, if a controller has not fulfilled all obligations set out in this Agreement.
- 4.2 In case of any breach by one of the controllers, the other controller shall set a reasonable deadline for remedy. If the remedy does not occur in time, the latter is entitled to extraordinary termination.

§ 5 Allocation of Responsibilities

- 5.1 Each controller ensures compliance with all laws and legal provisions applicable, in particular, the legality of the operations performed when processing Personal Data. However, both controllers shall be equally responsible for the lawfulness of joint processing.
- 5.2 The location of Controller 1 shall be deemed to be the Principal place of business and reference for determination of the competent supervisory authority.

§ 6 Ensuring Transparency Information & Data Subject Rights

- 6.1 The transparency information required under Art. 13 and 14 GDPR is published by the Provider of the SaaS Application.
- 6.2 Both controllers shall implement Technical and Organizational Measures to fulfil, within the statutory time limits, the rights of the Data Subjects resulting from Chapter III GDPR.
- 6.3 Controller 1 undertakes to provide the Data Subject with the information to which they are entitled according to Art. 15 GDPR and shall ensure that the Data Subject's rights can be exercised in full.
- 6.4 Controller 1 acts as a contact point for Data Subjects.

§ 7 Provision According to Art. 26 (2) Sentence 2 GDPR

Controller 1 provides the Data Subjects with the substance of this Agreement in a transparent manner. This means, that the complete language of this Agreement is made available to the public as an Appendix to the SaaS Subscription and Data Processing Agreement.

§ 8 Processing Activities and Functionality of the SaaS Applications

- 8.1 Controller 1 is responsible for all processing activities and all functionality implemented or provided by the SaaS Applications.

§ 9 General Responsibilities of the Controllers

- 9.1 Controller 2 shall inform Controller 1 immediately, if any bugs, errors or irregularities are discovered by him or Third Parties during the use or examination of the SaaS Applications. Each controller shall inform the other controller if Data Protection inquiries are made in connection with the other controller or joint controllership.
- 9.3 Controller 1 maintains the directory of processing activities (Art. 30 GDPR).

- 9.4 Controller 1 is responsible for the obligations resulting from Art. 33 and Art. 34 GDPR.
- 9.5 If a Data Protection Impact Assessment (hereinafter referred to as "DPIA") (Art. 35 GDPR) is required, the DPIA will be carried out by Controller 1.
- 9.6 If a Legitimate Interest Assessment (hereinafter referred to as "LIA") (Art. 6 (1) (f) GDPR) is required, the LIA will be carried out by Controller 1.
- 9.7 Each controller agrees to keep Technical and Organizational Measures of the other controller confidential as long as they are not published or otherwise made public by the other controller.
- 9.8 Insofar as required by law, the controllers shall designate a Data Protection Officer. In the absence of a legal obligation, they shall designate a contact person with the rights and duties to make decisions in regards to Data Protection. A change of the Data Protection Officer or a contact person shall be communicated to the other controller.

§ 10 Ensuring Confidentiality

- 10.1 Each controller declares that all persons entrusted by him with data processing have signed confidentiality/Data Protection agreements with the controller before commencing processing activities or are subject to statutory duty of confidentiality, and that such agreements or statutory duties continue to apply after termination of their employment, freelancer status or other contractual relationship.
- 10.2 Each controller declares that all persons engaged by him for any activities have signed agreements and are obligated to protect trade secrets, business secrets and professional secrets of the controller and Third Parties or are subject to statutory duty of confidentiality in this regard, and that such agreements or statutory duties continue to apply after termination of their employment, freelancer status or other contractual relationship.

§ 11 Ensuring Safety of Processing

- 11.1 Both controllers shall organize their activities in such way that they meet the requirements of applicable IT security laws, including Data Protection laws and regulations. Each controller shall adopt appropriate Technical and Organizational Measures to safeguard Personal Data from misuse and loss and comply with the requirements of law and modern standards of Data

Protection. The Technical and Organizational Measures of both controllers have been exchanged, and are checked and controlled.

- 11.2 The Technical and Organizational Measures are subject to technical progress and further development. In this regard, each controller is allowed to and shall implement from time to time alternative, but demonstrably adequate or better measures. Each controller shall ensure that the contractually agreed level of protection is not undercut.

§ 12 Data Carrier Destruction and Secure Data Deletion

- 12.1 The controllers agree that Data Carrier Destruction and Secure Data Deletion shall be carried out in accordance with GDPR.
- 12.2 When required, Controller 1 shall carry out Data Carrier Destruction and Secure Data Deletion.

§ 13 Processor

- 13.1 Each controller shall conclude an Agreement in accordance with Art. 28 GDPR or fulfil the conditions laid down in Chapter V of GDPR with each of its processors, if the processor should act within the scope of joint controllership.
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- 13.3 Each processor should provide, if possible, its services in the European Union (EU) or in the European Economic Area (EEA). Where a service is provided, in whole or in part, by a processor in a Third Country, both controllers shall give their consent to the transfer of Personal Data to the Third Country.
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17.2 If the Controllers disagree on a provision that is to be supplemented and necessary, they shall appeal to the Arbitral Tribunal.

APPENDIX 8 (International Data Transfer Agreement (IDTA) for the United Kingdom)

Full text including appendices retrievable on
<https://willing-able.com/gdpr-terms-and-conditions/>