

Data Processing Agreement

This Data Processing Agreement (the Agreement), is entered by and between the LuckySoft OÜ (ID: 14240535, address: Harju maakond, Tallinn, Kesklinna linnaosa, Vesivärava tn 50-301, 10152) Service Provider and the Customer (referred to collectively as the “Parties” and individually as a “Party”) and constitutes an integral part of the LuckySoft OÜ Terms of Service(the Terms). As used herein, all terms, except as otherwise indicated, shall have the respective meanings ascribed to them in the Terms.

Whereas, the Service Provider processes Personal Data in connection with its provision of Services to the Customer; and

whereas, the Parties wish to outline their respective responsibilities and positions with respect to EU Privacy Law (defined below).

Now therefore, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Service Provider and the Customer agree to add the following provisions to the Terms, notwithstanding anything to the contrary in the Underlying Agreement:

a) Privacy Definitions

The following terms shall have the following meanings:

Applicable Privacy Laws – all applicable international, national, federal, and state data protection and privacy laws (including re EU Privacy Law as applicable to the processing of Personal Data, as defined below, in the European Union);

Controller – an entity that determines the purposes and means of processing Personal Data;

EU Privacy Law – EU Regulation 2016/679 (the General Data Protection Regulation) and any applicable national legislation made under or pursuant to it; and EU Directive 2002/58/EC and any applicable national legislation implementing it; in each case as amended or superseded;

Personal Data – any information relating to an identified or identifiable natural person; 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.

b) Role of the Parties and Categories of data subjects

The Service Provider acknowledges that the Customer is a Controller of Personal Data relating to its employees and clients. Pursuant to this Agreement, the Customer hereby entrusts data processing to the Service Provider to the extent specified below, and Service Provider undertakes to process entrusted data according to this DPA and Customers instructions.

c) Scope of data

The scope of personal data entrusted for processing may include:

- regarding the data of the Customer's clients: identification data (such as i.a. name, surname, identification number specific to the country, date of birth), contact details (such as i.a. address of residence, phone number, e-mail address), financial data (such as i.a.: payment data for membership in the club) other data necessary for the provision of services (such as membership data, fingerprint and other kinds of biometric data) or other clients data provided in connection with the provision of services.

- regarding the data of the Customer's associates: identification data (such as i.a. name, surname, identification number, date of birth, position and role in organization), contact details (such as i.a., phone number, e-mail address) other data (such as schedule and specialization),

d) Purpose of processing

Personal data entrusted to the Service Provider under this DPA shall be processed for the purposes of service provision.

e) Nature of processing

The nature of the processing includes all operation carried on data which are necessary to provide services such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

f) Technical and organizational measures

Taking into account the state of technical knowledge, the cost of implementation, as well as the nature, scope, context and purposes of processing, the Processing entity shall implement the appropriate technical and organizational measures to ensure a level of security appropriate to the risk. By appropriate technical organizational measures, the parties understand the implementation and maintenance of an information security management system that complies with good practices in particular with ISO 27001. Service Provider ensures that persons authorized to process the personal data have committed themselves to confidentiality.

g) Data Breach

After finding a breach of personal data protection leading to accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data sent, stored or otherwise processed, the Service Provider notifies the Customer about it without undue delay.

h) Right to audit

The service provider undertakes to conduct periodic audits covering the level of information security in the organization and, upon Customer's request, provides reports on conducted audits – including audits conducted by third parties or certification entities.

i) Sub-processors

The Service Provider may engage another processor (Sub-processor) by way of a written contract (general consent within the meaning of Article 28 paragraph 2 of the GDPR). In such contract shall be set out the same data protection obligations as in this DPA. The list of current sub-processors available in table below. Service provider undertakes to keep the list up to date and the Controller should constantly review the list of Sub-processors for any objection, which should be granted within 7 days of the entity being named on the list.

Sub-processor category	Company name	Address
Hosting of services	UpCloud Oy	Aleksanterinkatu 15 B, 7th floor, 00100 Helsinki, Finland

Sub-processor category	Company name	Address
Hosting of services	Amazon Web Services EMEA SARL	38 avenue John F. Kennedy, L-1855 Luxembourg
Hosting of services	DigitalOcean LLC	101 Avenue of the Americas, 2nd Floor New York, NY 10013

j) Rights of data subjects

Taking into account the nature of processing, the Service Provider shall assist the Customer, by taking appropriate technical and organizational measures, in so far as this is possible, in the fulfilment of the Service Provider's obligation to respond to requests for exercising the data subjects' rights laid down i.a. in the Chapter III of the GDPR. Under this obligation Parties understands promptly notifications of receipt of the requests from data subject.

k) The Service Provider

The Service Provider shall assist the Customer in ensuring compliance with the obligations pursuant to the Articles 32 to 36 GDPR taking into account the nature of processing and the information available to the Service Provider.

l) Guaranties

Customer guarantees that the personal data entrusted to Service Provider collected in accordance with the law and legitimizes the appropriate legal basis for their processing.

m) Not Legal Advice

Service Provider may provide recommended terms and conditions, privacy policy or disclosure language to the Customer. The Customer acknowledges that shall not rely on such recommended language as, or as a substitute for, legal advice, and that the Customer itself is solely responsible for any disclosures in its terms and conditions, privacy policies or on its websites.

n) Cooperation

If either Party receives any inquiry, complaint or correspondence (a Third Party Notice) from an individual, regulator, or other third party concerning the processing of Customer's employees' /clients' Personal Data in connection with the Services, it shall promptly inform the other Party, and the Parties shall cooperate in good faith and as reasonably necessary to address the requirements of such Third Party Notice

To the extent there is a conflict between the Terms and this Agreement, the terms of this Agreement shall govern and prevail.