

### ANNEX 3

## AGREEMENT REGARDING PROCESSING THE PERSONAL DATA

Concluded between:

**Hostthink Internet Services EOOD LTD.** legal Bulgarian entity with the address in Bulgaria, Burgas, 2B Serdika Street, 3<sup>rd</sup> Floor, 1<sup>st</sup> Office and Fiscal Identification Number 204167600, represented by Mr. Sheref Onuralp CHANKAYA acting as Director, hereinafter called “Supplier” or “Hostthink”

and

[...], legal [...], entity with the address in [...], registration number [...], fiscal number [...], represented by Mr. [...], acting as [...], as per the specifications in „Customer name” field on the “Customer Order Form”, hereinafter called “Customer”,

#### Terms:

- 1) “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data” and “Processing” have the same meanings given to those terms in the Data Protection Legislation;
- 2) “Data Protection Legislation” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the DPD) (also known as the General Data Protection Regulation) (the GDPR)
- 3) “Processing Details” means the processing details set out in the Annex which sets out the scope, nature and purpose of Processing by Hostthink, the duration of the Processing, the types of Personal Data and the categories of Data Subject.
- 4) “Subprocessor” means any person (including any third party, but excluding an employee of Hostthink) appointed by or on behalf of Hostthink to process Personal Data on the Customer’s behalf.
- 5) “Working Day” means any day excluding Saturdays, Sundays and the usual legal holidays in Bulgaria.

The parties have agreed on the following provisions:

**Art. 1.** The Customer, Hostthink and their respective employees shall observe the requirements of the Data Protection Legislation and shall comply with any request made or direction given to the other which is directly due to the requirements of the Data Protection Legislation.

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**Art. 2.** The Customer and Hostthink agree that for the purposes of the Data Protection Legislation the Customer shall, in respect of all the Customer's data which is Personal Data, be the Data Controller and Hostthink shall be the Data Processor.

**Art 3.** The Customer confirms that any Personal Data supplied to Hostthink has been collected and disclosed in accordance with the Data Protection Legislation and Hostthink is entitled to process the Personal Data.

**Art. 4.** The Processing Details sets out the scope, nature and purpose of Processing by Hostthink, the duration of the Processing, the types of Personal Data and the categories of Data Subject. The Customer has the obligation to keep Hostthink updated as to the types of Personal Data and categories of Data Subjects that may be included in the processing of Personal Data on the Customer's behalf.

**Art. 5.** Hostthink shall take all measures required pursuant to Article 32 GDPR and also appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Hostthink shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

**Art. 6.** Hostthink shall not transfer any Personal Data outside of the European Economic Area unless the Customer gave us prior written consent. Hostthink shall comply with reasonable instructions notified to Hostthink in advance by the Customer with respect to the processing of Personal Data.

**Art. 7.** Hostthink shall assist the Customer, at the Customer cost, with all Data Subject access requests under the Data Protection Legislation which may be received from the Data Subject of any Personal Data forming part of the Customer data.

**Art. 8.** Hostthink shall notify the Customer without undue delay of and about any actual incident of unlawful destruction or accidental loss or disclosure or access to the Customer's data that may include Personal Data.

**Art. 9.** Hostthink shall make available to the Customer all information reasonably necessary to demonstrate compliance with its obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. Notwithstanding such rights Hostthink may, in its absolute discretion, use independent third party auditors to verify the adequacy of the security

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controls that apply to the services Hostthink provides to the Customer and Hostthink's compliance with its obligations under the provisions contained in this agreement.

**Art. 10.** On the Customer's written direction, Hostthink shall delete or return to the Customer, at the Customer's cost, all Personal Data on termination of the contract between us unless Hostthink is required by any law to store the Personal Data.

**Art. 11.** Both parties agree the following provisions so far as they relate to Subprocessors:

- (i) The Customer authorises Hostthink to appoint (and permit each Subprocessor to appoint) Subprocessors in accordance with this paragraph 11.
- (ii) Hostthink may continue to use those Subprocessors already engaged by Hostthink as at 25th May 2018.
- (iii) Hostthink shall take all the reasonable actions to ensure that its agreements with Subprocessors incorporate terms similar to the data protection provisions contained in this Agreement.
- (iv) Hostthink shall give the Customer as much notice as is reasonably practicable of the appointment of any new Subprocessor including details of the processing to be undertaken. If, within 5 Working Days of receipt of this notice, the Customer notifies Hostthink in writing of any objections (on reasonable grounds) to the proposed appointment, Hostthink and the Customer, both shall work together in good faith to make available any commercially reasonable change in the provision of the services Hostthink provides which avoids the use of that Subprocessor.
- (v) If Hostthink is unable to make the required change to such services under the provisions of paragraph 11(iv) within 20 Working Days from receipt of the Customer's notice objecting to the proposed appointment of the Subprocessor, the Customer may terminate the contract on 30 (thirty) days notice to the extent it relates to the services which require the use of the proposed Subprocessor.

**Art. 12.** The Customer acknowledges that if any claim or action is brought by a Data Subject arising from any action or omission by Hostthink, Hostthink shall not be liable to the extent such action or omission resulted directly or indirectly from the Customer instructions.

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#### Scope of processing

Hostthink processes Personal Data to enable it to provide the services under the contract concluded with the Customer and to comply with any legal obligations imposed upon it.

#### Nature and purpose of processing

- Use of Personal Data to set up, operate, monitor and provide the services under the contract;
- Perform day to day management of the Customer's accounts and products we provide;
- Record consent (e.g. in respect of marketing of products and services or any other consent you provide which we are obliged to record);
- Uploading any fixes or upgrades to the services we provide (where we are obliged to carry out fixes and/or upgrades);
- Back up of Personal Data for safety reasons;
- Computer processing of Personal Data, including data transmission, data retrieval, data access;
- Complying with our statutory obligations;
- Providing access to online platforms (if any);
- Network access to allow transfer of Personal Data;
- Execution of your written instructions in accordance with the above provisions and/or your contract with Hostthink;
- Administration of accounts to manage user permissions.
- The Customer's e-mail addresses may be used in order to send out newsletters or other commercial offers related to the services provided by Hostthink – marketing purposes

#### Categories of Personal Data

- Account data such as account number, device ID, IP address, service history etc.
- Personal data such as name, address, date of birth, email address, telephone number, circuit ID;
- Professional information such as job title, details of your professional body;



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- Financial data such as credit or debit card details, bank account details;
- History product data and information;
- Company data where this identifies a Data Subject;
- Identification data (where required);
- Special categories of Personal Data.

**Categories of Data Subjects**

- Employees, contractors, temporary workers, agents, clients, suppliers or other individuals having Personal Data to be Processed as part of Hostthink services provided to the Customer
- End users or their authorised representatives.

**Duration of Processing**

Hostthink shall process Personal Data no longer than is necessary in order to perform its obligations under the contract with the Customer or in order to comply with any legal requirement regarding the Processing of Personal Data.

If there are any inconsistencies between the terms contained above and the contract between the Customer and Hostthink the terms contained above shall take priority.

The provisions contained in this agreement shall not affect any other provisions contained in the contract between the parties and the contract shall remain in full force and effect.

This agreement was signed today, \_\_/\_\_/2020, in two copies, one for each party.

**CUSTOMER**

Company name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**SUPPLIER**

Company name: Hostthink Internet Services EOOD Ltd.  
Name: Sheref Onuralp Chankaya  
Position: Director  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

