APPROVED BY
OBJECT CONTROL LLC Order
of 25.02.2021 No OK-2021.02.25/1
(in wording of the
OBJECT CONTROL LLC Order
of 02.06.2021 № OK-2021.06.02/1)

DATA PROCESSING ADDENDUM

This Data Processing Addendum together with all Schedules and Annexes ('DPA') forms part of the OBJECT CONTROL SERVICE USER AGREEMENT (or similar agreement for the Service) between Customer and Object Control LLC or other written or electronic agreement between Object Control LLC and Customer for the licensing of access to and use of Services from Object Control LLC to reflect the parties' agreement with regards to Data Protection Laws.

Definitions and Interpretation

1.1. Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:
1.1.1. '**DPA**' means this Data Processing Addendum, all Schedules and Annexes;
1.1.2. '**Personal Data**' means any Personal Data of the Customer Processed by a Processor and/or Contracted Processor on behalf of Customer pursuant to or in connection with the Agreement;
1.1.3. '**Contracted Processor**' means a Subprocessor;
1.1.4. '**Data Protection Laws**' means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
1.1.5. '**EEA**' means the European Economic Area;
1.1.6. '**EU Data Protection Laws**' means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
1.1.7. '**GDPR**' 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;
1.1.8. '**Data Transfer**' means:
1.1.8.1. a transfer of Customer Personal Data from Customer to a Processor and/or Contracted Processor; or
1.1.8.2. an onward transfer of Customer Personal Data from a Processor and/or Contracted Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
1.1.9. '**Services**' means the services performed under the Agreement;
1.1.10. '**Subprocessor**' means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the Agreement.
1.1.11. '**Processor**' means Object Control LLC, legal entity registered under the laws of Ukraine, identification number: 40164674, address: Ukraine, 01001, Kyiv, Hlybochytska Street, Building 40, Block B, Office 23.
1.1.12. '**Agreement**' means written or electronic agreement between Object Control LLC and Customer for the licensing of access to and use of Services from Object Control LLC.
1.1.13. '**Customer**' means the entity or entity's Affiliates bound by the Agreement.
1.2. The other terms shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

Processing of Customer Personal Data

2.1. Processor shall:

2.1.1. comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
2.1.2. not Process Customer Personal Data other than on the relevant Customer's documented instructions.
2.2. Customer shall, in Customer's use of the Service, submit or make available Personal Data in accordance with the requirements of Data Protection Laws, and Customer's instructions to Processor for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the initial accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
2.3. The Customer instructs Processor to process Customer Personal Data in accordance with the Service.
2.4. Processor shall notify the Customer immediately if it considers that any of the Customer's instructions does not comply with the Data Protection Legislation. If the Processor acts on the Customer's instructions without giving any such notification, the Customer shall be deemed to have evaluated such instructions and concluded that they comply with the GDPR.
2.5. Customer Personal Data shall include, but not be limited to such personal information:

- name, surname;
- the ID card (passport) information (name, surname, ID number, date of birth) of the data subject, ID card (passport) photography;
- phone number and e-mail;
- employment information;
- geographical location and address;
- identifying information about the data subjects object of properkyity (car, flat, house, other object), such object photography and/or video;
- other information provided to the Processor by the Customer.

Processor Personnel

3.1. Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that to the risks that are presented by such processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Customer Personal Data, including, as appropriate, the measures referred to in Article 32(1) of the GDPR, such as:
4.1.1. the pseudonymisation and encryption of the Customer Personal Data;
4.1.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
4.1.3. the ability to restore the availability and access to the Customer Personal Data in a timely manner in the event of a physical or technical incident;
4.1.4. physical security of the Processors facilities;
4.1.5. measures to control access rights for Processors employees and contractors;
4.1.6. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
4.1.7. any other appropriate measures.

4.2. In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

Subprocessing

5.1. Processor shall have the right to appoint as a Subprocessor Amazon Web Services EMEA SARL (Amazon Web Services, Inc.) to process Customer Personal Data on the Amazon AWS cloud servers located on the EEA territory.
5.2. Pursuant to this DPA and Clause 5 (h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Processor's Affiliates may be retained as Subprocessors and Processor and Processor's Affiliates respectively may engage third-party Subprocessors in connection with the provision of the Service or support services.
5.3. Processor has entered into a written agreement with each Subprocessor containing data protection obligations not less protective than those in this DPA to the extent applicable to the nature of the services provided by such Subprocessor.

Data Subject Rights

6.1. Taking into account the nature of the Processing, Processor shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
6.2. Processor shall:
6.2.1. promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data (access request, request to rectify, erasure of Customer Personal data);
6.2.2. promptly notify Customer if it receives any communication from any supervisory authority or any other regulatory authority in connection with Customer Personal Data;
6.2.3. promptly notify Customer if it receives a request from any third party for disclosure of Customer Personal Data where compliance with such request is required by law;
6.2.4. ensure that it does not respond to that request except on the documented instructions of Customer or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Customer of that legal requirement before the Contracted Processor responds to the request;
6.2.5. promptly notify Customer if it receives any other request, complaint or communication relating to either Party's obligations under the GDPR.
6.3. The Processor, if applicable, shall promptly provide the Customer with:
6.3.1. full details and copies of each complaint, communication or request received by the Processor (or received by the Customer and relating to any Customer Personal Data);
6.3.2. such assistance as is reasonably requested by the Customer to enable the latter to comply with each Data Subject Access Request within the relevant timescales specified in or under the GDPR;
6.3.3. copies of any Customer Personal Data specified by the Customer, and details of the processing of such Customer Personal Data by or on behalf of the Processor;
6.3.4. assistance as requested by the Customer in relation to any Personal Data Breach;
6.3.5. assistance to ensure that processing of Customer Personal Data by or on behalf of the Processor complies with any exercise by any relevant data subject of any of his or her rights under GDPR, including to ensure that the Customer Personal Data relating to such data subject is (for example) deleted and/or rectified and/or made subject to restrictions in accordance with such exercise of such rights; and
6.3.6. assistance as requested by the Customer with respect to any request from a Supervisory Authority, or any consultation by the Customer with a Supervisory Authority.

Personal Data Breach

7.1. Processor shall notify Customer without undue delay upon Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient

information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the GDPR.
7.2. Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

Data Protection Impact Assessment and Prior Consultation

8.1. Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

Deletion or return of Customer Personal Data

9.1. Where applicable based on the Service, Processor will return and certify the deletion of Personal Data in accordance with the Agreement and DPA. Customer is responsible for the correction, amendment, blocking or deleting of Personal Data within its control within the Service. Processor will provide reasonable assistance to Customer in the correcting, amendment, blocking or deleting of Personal Data in the Service.

Audit rights

10.1. Subject to this section 10, Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Processor and/or Contracted Processors.
10.2. Information and audit rights of the Customer only arise under section 10.1. to the extent that the DPA does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

Data Transfer

11.1. The Customer Personal Data collected by the Customer and transfered to Processor, which resides in the country outside the European Economic Area (EEA).
11.2. Parties ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data which is a part of this DPA (Annex No. 1).
11.3. Processor may not transfer or authorize the transfer of Customer Personal Data either directly or via onward transfer, to any country or recipient outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer.

General Terms

12.1. Each Party must keep information it receives about the other Party and its business in connection with this DPA ('Confidential Information') confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
(a) disclosure is required by law;
(b) the relevant information is already in the public domain.
12.2. All notices and communications given under this DPA must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this DPA at such other address as notified from time to time by the Parties changing address.

12.3. If the Customer (or its Affiliates bound by the Agreement) has signed a written DPA with Processor, such written DPA shall prevail.

Governing Law and Jurisdiction

14.1. This DPA is governed by the laws of the Member State in which the Customer is established.
14.2. Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts in which the Customer is established.

CONTROLLER	PROCESSOR
	OBJECT CONTROL LLC
CUSTOMER	04052, Ukraine, Kyiv, Hlybochytska Street, Building 40, Block B, Office 23 Office phone number: +380 671 97 71 51 E-mail: info@objectcontrol.com.ua

ANNEX No. 1
to the DATA PROCESSING ADDENDUM

STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation: the entity identified as 'Customer' in the DPA
And
Name of the data importing organisation: OBJECT CONTROL LLC
Address: Ukraine, 01001, Kyiv, Hlybochytska Street, Building 40, Block B, Office 23.
Tel. +380 671 97 71 51; e-mail: admin@objectcontrol.com.ua
each a 'Party'; together 'the Parties',
HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1. Definitions

For the purposes of the Clauses:
(a) '**personal data**', '**special categories of data**', '**process/processing**', '**controller**', '**processor**', '**data subject**' and '**supervisory authority**' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);
(b) '**the data exporter**' means the controller who transfers the personal data;
(c) '**the data importer**' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
(d) '**the sub-processor**' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
(e) '**the applicable data protection law**' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
(f) '**technical and organisational security measures**' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3. Third-party beneficiary clause

(1) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
(2) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

(3) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
(4) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4. Obligations of the data exporter

The data exporter agrees and warrants:
(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
(e) that it will ensure compliance with the security measures;
(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;
(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the data importer

The data importer agrees and warrants:
(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
(d) that it will promptly notify the data exporter about:
(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
(ii) any accidental or unauthorised access; and
(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6. Liability

(1) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
(2) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
(3) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7. Mediation and jurisdiction

(1) The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
(b) to refer the dispute to the courts in the Member State in which the data exporter is established.
(2) The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8. Cooperation with supervisory authorities

(1) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
(2) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
(3) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9. Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11. Sub-processing

(1) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
(2) The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
(3) The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
(4) The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12. Obligation after termination

(1) The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
(2) The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Additional commercial clauses

Indemnification

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

(a) the data exporter promptly notifying the data importer of a claim; and

(b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim.

Priority of standard contractual clauses

The Standard Contractual Clauses take priority over any other agreement between the parties, whether entered into before or after the date these Clauses are entered into.

Unless the Clauses are expressly referred to and expressly amended, the parties do not intend that any other agreement entered into by the parties, before or after the date the Clauses are entered into, will amend the terms or the effects of the Clauses, or limit any liability under the Clauses, and no term of any such other agreement should be read or interpreted as having that effect.

Appendix 1
to the Standard Contractual Clauses

Data exporter
The data exporter is **the entity identified as 'Customer' in the DPA.**

Data importer
The data importer is **the entity identified as** 'Processor' in the DPA.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):

- Employees, agents, advisors, freelancers or contact persons of Data Exporter (who are natural persons).
- Clients, business partners and vendors of Data Exporter (who are natural persons).
- Data Exporter's Users authorized by Data Exporter to use the Service.

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.
Categories of data
The personal data transferred concern the following categories of data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, contact details, age, date of birth, sex, **the ID card (passport) information (name, surname, ID number) of the data subject, ID card (passport) photography;**
- **Employment information including company name, position and title;**
- **Contact information including geographical location, address, phone number and e-mail;**
- **Identifying information about the clients object of property (car, flat, house, other object), such object photography and/or video.**

Special categories of data (if appropriate)
The personal data transferred concern no special categories of data.
Processing operations
The personal data transferred will be subject to the following basic processing activities: collection, recording, adaptation, transfer, compute, storage, erasure.

Data Exporter	**Data Importer**
CUSTOMER	**OBJECT CONTROL LLC** 04052, Ukraine, Kyiv, Hlybochytska Street, Building 40, Block B, Office 23 Office phone number: +380 671 97 71 51 E-mail: info@objectcontrol.com.ua

Appendix 2
to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

- use of SSL certificates;
- measures to control access rights for data importer employees and contractors;
- applicable contractual confidentiality obligations with data importer employees and contractors;
- backup of the personal data processed;
- two-factor authentication of the data subject;
- use of RSA algorithms;
- use of electronic signature (library of e-signatures from IIT).

Data Exporter	**Data Importer**
CUSTOMER	**OBJECT CONTROL LLC** 04052, Ukraine, Kyiv, Hlybochytska Street, Building 40, Block B, Office 23 Office phone number: +380 671 97 71 51 E-mail: info@objectcontrol.com.ua

Director Object Control LLC **M.V. Korolenko**