



VR Telecom S.L., a company formed and existing under the laws of Spain, with its registered office at Camino de Camojan, 7, Oficina 14, 29602, Marbella, Málaga, Spain, company registration number B93045508, and with a registered UK establishment number BR018154 with its address at Executive Suite 217e 100 Paternoster Square, London, St. Paul's Churchyard, EC4M 8BU.

DATA PROCESSING ADDENDUM (“DPA”)

General Terms and Conditions

WHEREAS

- a) VR Telecom and Customer have entered into agreements on the performance and receipt of telecommunication services (“Main Agreement”) which involve the processing of personal data which are subject to Applicable Data Protection Legislation (the “Data Protection Legislation”, such as Regulation (EU) 2016/679 (the “GDPR”).
- b) For the provision of Services as defined in the Main Agreement it is necessary for VR Telecom to process certain personal data on behalf of the Customer, who may act as a controller or as a processor of personal data as defined under the Applicable Data Protection Law;

NOW THEREFORE the Parties have entered into this DPA according to the Article 28 of the EU General Data Protection Regulation (GDPR) and agree as follows

Article 1. Subject matter of this DPA

1.1 This DPA governs the processing of Personal Data by VR Telecom as a Processor for and on behalf of the Customer as a Controller, according to the Controller’s instructions, in connection with the provision of the Services defined in the Main Agreement.

1.2. This DPA serves to supplement the Main Agreement and forms integral part of it. If there is a conflict between this DPA and the Main Agreement, the provisions of this DPA will prevail.

Article 2. Definitions

For the purposes of this DPA, the following definitions apply:

“GDPR” shall mean Regulation 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation).

“**Applicable Data Protection Law**” means all applicable laws, regulations, legislative and regulatory requirements, and codes of practice applicable to the processing of personal data, including all the provisions of the GDPR, and any other relevant laws, regulations or instruments, as amended or superseded from time to time and together with any regulations or instruments made thereunder, that are applicable to a controller or processor.

“**Personal Data**” means any information relating to an identified or identifiable natural person (hereinafter “**Data Subject**”); an identifiable 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 such a natural person.

“**Controller**” is the natural or legal person, authority, organization or other agency that makes decisions individually or together with other parties regarding the purposes and means for processing Personal Data.

“**Processor**” is a natural or legal person, authority, organization or other agency that processes Personal Data on behalf of the Controller.

“**Sub-processor**” is the contractual partner of the Processor, engaged to carry out specific processing activities on behalf of the Controller.

“**Third Party**” means a natural or legal person, public authority, agency, or body other than the Data Subject, Controller, Processor, Sub-processor, and persons who, under the direct authority of the Controller, Processor or Sub-processor, are authorized to process Personal Data.

The terms used in this DPA such as “**processing**” (and “**process**”), “**transfer of data**”, “**categories of data**”, “**personal data breach**” and “**technical and organizational measures**” shall have the meaning ascribed to them in the Applicable Data Protection Laws.

The term “**Services**” shall have the meaning ascribed to it in the Main Agreement.

Article 3. Identification of involved information

Controller entity shall make available to the Processor the personal data arising from the provision of Services, to the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but not limited to the following categories of personal data: Contact information (company, email, phone, physical



address); First and last name; ID data; Title; Position; Employer; Connection data; Localization data, etc.

The Customer may submit personal data to the Services, to the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but not limited to personal data relating to the following categories of data subject:

- Customers, business partners and vendors of the Customer (who are natural persons).
- Employees of contact persons of the Customer's customers, business partners and vendors.
- Employees, agents, advisors, freelancers of the Customer (who are natural persons).
- Customer's Service user including any user of the Services, which Customer permits using the Services.

Article 4. Duration

4.1 This DPA shall come into effect on May 25, 2018 and shall be valid for the duration of the Main Agreement. The Processor's confidentiality obligations shall survive any termination of this DPA.

4.2. In case Processor is in material breach of any provision of this DPA, Controller has the right to terminate both this DPA as well as the Main Agreement for cause, in whole or in part, under the conditions defined in the Main Agreement.

4.3. Following the termination of this DPA and/or of the Main Agreement for any reason Processor shall, at the instruction of the Controller comply with any other agreement made between the Parties concerning the return or deletion of Personal Data.

Article 5. Obligations of the Processor

5.1. Each Party will comply with the Data Privacy Laws applicable to it in connection with this Addendum and will not negligently or in breach of this Addendum or the Main Agreement cause the other Party to breach any of its obligations under Data Privacy Laws.

5.2. Where VR Telecom processes Personal Data (as processor) on behalf of the Customer or an affiliate of Customer (as controller) in connection with the Main Agreement, VR Telecom shall:



- A. Process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by Customer to VR Telecom from time to time) If VR Telecom is required to process the personal data for any other purpose provided by applicable law to which it is subject, VR Telecom will inform Customer of such requirement prior to the processing unless that law prohibits this on important grounds of public interest.
- B. Notify Customer without undue delay if, in VR Telecom opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation.
- C. Only grant access to that Personal Data to persons who need to have access to it for the purposes of this DPA performing VR Telecom's obligations under the Main Agreement and, to the extent such persons are granted access, that they are only granted access to the part or parts of that Personal Data necessary for carrying out their role in such performance.
- D. Upon Customer's request, shall securely destroy or return such personal data to Customer. Processor shall not retain any copies of the Personal Data in any form what so ever, with the only exception being as expressly required as per mandatory laws, and even then solely for the duration and the purposes required by the same; and/or on receipt of instructions from the Controller, delete all such data unless prohibited from doing so by mandatory law, in which case the Processor shall inform the Controller of any such requirement unless prohibited by that applicable law.
- E. Keep the duty of secrecy regarding the personal data to which the Processor has had access.
- F. Taking into account the nature of the processing and the information available to VR Telecom, assist the Controller in ensuring compliance with its obligations pursuant to Articles 32 to 36 GDPR inclusive.
- G. Not provide personal data to third parties, unless upon the express authorization of the Controller, if required by law.
- H. Inform the Controller of any personal data breach which occurs in respect of that Personal Data, providing sufficient details to enable the Controller to comply with its own notification obligations.
- I. Ensure that all VR Telecom personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set forth in this Clause.



- J. At the Customer's request and cost (and insofar as is possible), assist the Customer by implementing appropriate and reasonable technical and organisational measures to assist with the Customer's obligation to respond to requests from data subjects under Data Protection Legislation (including requests for information relating to the processing, and requests relating to access, rectification, erasure or portability of the personal data).
- K. Comply with any other binding legal requirements under Data Protection Laws, particularly, those expressly referred in the GDPR and not specifically included in the present DPA.

Article 6. Sub-processing

The Controller consents to the Processor to engage further processors (sub-processors) for carrying out specific processing activities on behalf of the Controller, under the condition that the Processor impose the same data protection obligations as set out in this DPA on that other processors, to the extent applicable to the nature of the services provided by such Sub-processor, by way of a written contract or other legal act according to the Applicable Data Protection Laws. The Processor shall provide the Controller with all necessary information regarding such contracts with sub-processors upon request.

Article 7. Obligations of the Controller

The Controller shall be solely responsible for assessing whether Personal Data can be processed lawfully and for safeguarding the rights of the Data Subjects. The Controller shall ensure in its area of responsibility that the necessary legal requirements are met, so that the Processor can provide the agreed Services in a way that does not violate any legal regulations.

The Processor shall process Personal Data only upon the documented instructions of the Controller, and the Controller shall ensure that its instructions are lawful and that Processor's processing of Personal Data will not cause the Processor to violate any applicable law, regulation or rule, including Applicable Data Protection Laws.

Article 8.- Security

The Processor will endeavour to take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this DPA.



The Processor does not guarantee that the security measures are effective under all circumstances. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the personal data and the costs related to the security measures.

The Controller will only make the personal data available to the Processor if it is assured that the necessary security measures have been taken. The Controller is responsible for ensuring compliance with the measures agreed by and between the Parties.

Article 9. Liability

9.1 Nothing in the DPA shall limit or exclude either Party's liability for fraud or for personal injury or death arising from their negligence.

9.2 The Customer warrants that it will comply with its obligations as a Data Controller under the Data Privacy Laws, and that it is entitled to collect the Personal Data and/or Sensitive Personal Data and pass it to VR Telecom for processing.

9.3 Where the sub-processor engaged by the Processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations.

Article 10. VR Telecom's Obligations as Data Controller

In situations where VR Telecom will act as a Data Controller, it undertakes to comply with its obligations under applicable Privacy Laws in respect of any Personal Data processed under the Agreement. It shall process such Personal Data in connection with the transmission of messages and to fulfil its associated obligations under the Agreement or as may be required by law, court order or any government or regulatory authority and in accordance with its privacy policy.

Article 11. Audit

In order to confirm compliance with this DPA, the Controller shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Processor's reasonable security requirements and will not interfere unreasonably with the Processor's business activities.



The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than two weeks after the Controller has provided written notice to the Processor.

The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties. The costs of the audit will be borne by the Controller.

Article 12. Notices

Any notification that occurs between the parties will be in writing and shall be delivered personally or in any other way that certifies reception by the party notified at the respective addresses indicated in the heading of this contract.

Any change of domicile of one of the Parties shall be notified to the other immediately and by a means that will ensure the reception of the message.

Contact details for data protection enquiries

Contact details of the Customer:

DPO / Contact:

E-mail:

Contact details of VR Telecom:

DPO / Contact: Billing Department

E-mail: billing@vrtelecom.es

Article 13. International Data Transfers

Unless otherwise agreed with the Controller in writing (including e-mail), the Processor shall ensure that Personal Data are stored and processed at the processing systems located in its data centres within European Economic Area (EEA), and any transfer of Personal Data to the Processor's data centres located outside the European Union or European Economic Area (EEA) can be made only upon such an instruction of the Controller.

Where the performance of the Services involves a transfer of Personal Data outside the European Economic Area (EEA), the Processor will take such steps as may be required to ensure there is adequate protection for such Personal Data in accordance with the Applicable Data Protection Laws (especially Articles 44 to 49 of the GDPR), which may include entering into the Standard Contractual Clauses set out in the European Commission's Decision 2010/87/EU.



The Controller hereby grants its consent to the Processor to enter into any agreement or take any measures, including on behalf of the Controller, to establish and ensure an adequate level of data protection in the transfer of Personal Data to a sub-processing party outside the EEA. In the event of an application of the EU standard contractual clauses, the Processor is entitled to conclude such clauses on behalf of the Controller. The power of authority for this purpose is hereby granted by the Controller.

Article 14. Miscellaneous

14.1 If any term or provision of this DPA is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be excluded from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this DPA. If any provision or part thereof of this Agreement is excluded in accordance with the provisions of this section, then the excluded provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the excluded provision as is legally possible.

14.2 The headings of the various provisions are only for informational purposes, and will not affect, qualify or will broaden the interpretation of this agreement.

14.3 Any dispute arising between the Parties in connection with and/or arising from this DPA will be referred to the competent Court where the Processor has its registered office.

14.4 In case of any conflict, the provisions of this DPA shall take precedence over the provisions of the Main Agreement.

