



## Dataprotection Addendum

**W.S. World Light Side Management Limited** (address: Charalampou Mouskou 20. ABC BUSSINESS CENTRE, 4th floor, Office 405, short company name: „**World Light Side Ltd.**“) devoted to the fair and lawful protection of personal data and makes it ns reasonable efforts in order to comply with GDPR (as defined below). By signing the present Dataprotection Addendum (“Addendum”).

Please confirm that you as our contractual partner also comply with your legal obligations.

This Addendum forms part of each agreement between you and World Light Side Ltd. devoted to the fair and lawful protection of personal data and makes it ns reasonable efforts in order to comply with GDPR (as defined below). By signing the present Dataprotection Addendum (“Addendum”). (the “Agreement”) and supplements and amends the Agreement with regard to the processing of personal data or information and consequently it amends or supplements the Agreement of the parties.

In light of the above, You, as the contractual partner of World Light Side Ltd. devoted to the fair and lawful protection of personal data and makes it ns reasonable efforts in order to comply with GDPR (as defined below). By signing the present Dataprotection Addendum (“Addendum”). represent and warrant the following:

### 1. Definitions

**Applicable Laws:** means the GDPR and any other laws in EU that regulate data processing.

**GDPR:** means 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 (General Data Protection Regulation)

**Personal Data:** means any Personal Data collected or received by you for and on behalf of World Light Side Ltd. or its clients, whether received from Data Subjects, Third Parties or directly from World Light Side Ltd.

Any other term shall have the meaning described in the present Addendum or ascribed to them it in Article 4 of the GDPR.

**2. Communication:** Any communication regarding Personal Data shall be sent in writing to the person set out as your contact person in the Agreement, or, in the absence of such person to the representative of World Light Side Ltd. (info@worldlightside.eu).

**3. Compliance with law:** You will comply with obligations under all Applicable Laws with respect to the processing of personal data connection with the Agreement, in particular without limitation, with Article 28-29 of the GDPR.

**4. Safeguarding:** You confirm and can evidence that you comply with article 32 of the GDPR, in particular, you have appropriate security measures (amongst others proper organizational and security measures) in place to protect Personal Data, including appropriate technical and organizational measures (required level of security), to protect against unauthorized or unlawful Processing and against accidental loss, destruction or damage (data breach).

**5. Fair Processing Principles:** You confirm you comply with Article 5 of the GDPR in particular that You will treat Personal Data as confidential and in accordance with the written instructions of World Light Side Ltd. and solely for purpose of performing services under the Agreement or as otherwise agreed in writing. The subject-matter and details of the Personal Data being Processed shall be set out in the Agreement. If you become aware of any errors or inaccuracies in the World Light Side Ltd. Personal Data, you will notify World Light Side Ltd. promptly without delay.

**6. Personnel handling Personal Data:** You will take reasonable steps to ensure the reliability of personnel engaged in the Processing of Personal Data. You confirm that any Personal Data to which you have access will be accessible only to personnel who is under proper security requirements and who undertook proper confidentiality and who need to have access to such data.

**7. Transfers:** You confirm that unless you received instructions for that you will not transfer, and will ensure that any subcontractor does not transfer Personal Data to any third person. If the technical solution related to the storing of the personal data required the access of any third party (recipient), you should send a prior notification to World Light Side Ltd. and even in this limited case the data shall not be sent outside the countries of the European Economic Area (EEA).

If you transfer the Personal Data outside the EEA, you should comply with article 44-46 of the GDPR, in particular that in the absence of proper legal actions will promptly enter (or require, your subcontractor to enter) into an agreement with the relevant parties on appropriate EU Model Clauses or equivalent.

**8. DPO and third party enquiries:** You confirm that you will have a Data Protection Officer as required by article 37 of the GDPR (or if article 37 of the GDPR does not apply to Your company You have a designated employee) who will be permanently in a timely manner available to World Light Side Ltd., in particular should there be any enquiries received from Data Subjects or any competent data protection or privacy authority, in relation to Personal Data Processed by you.

You confirm, you will give World Light Side Ltd. such assistance and information as it may reasonably request, in a timely manner, to assist World Light Side Ltd. to comply with its obligations under GDPR, in relation to any World Light Side Ltd. Personal Data.

**9. Sub-processors:** World Light Side Ltd. authorizes you to appoint Sub-processors solely in accordance with this section and Article 28 of GDPR. You may continue to use those Sub-processors already engaged by you as of the date of this DPA, if they are able to meet the obligations set out in this section and Article 28 of GDPR. You shall give World Light Side Ltd. prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor.

In this case, World Light Side Ltd. shall prohibit such subprocessor within 15 (fifteen) days, and you shall appoint a new sub-processor. You shall before the Sub-processor first Processes World Light Side Ltd. Personal Data carry out adequate due diligence to ensure that the Sub-processor is

capable of providing the level of protection for World Light Side Ltd. Personal Data required by Applicable Laws and the Agreement.

You ensure that the Sub-processor executes a written contract including terms which offer at least the same level of protection for World Light Side Ltd. Personal Data as those set out in this Addendum and meet the requirements of Applicable Law. Further, upon reasonable request provide to World Light Side Ltd. for review such copies of the agreements with Sub-processors (which may be redacted to remove confidential commercial information) as World Light Side Ltd. may reasonably request from time to time. You be liable for the acts and omissions of the Sub-processors to the same extent You would be liable.

**10. Personal Data Breach:** You confirm that in the event of a Personal Data Breach which involves Personal Data you will: (I) promptly take all necessary and appropriate corrective action to remedy the underlying causes of the personal data breach and make reasonable efforts to ensure that such personal data breach will not recur; (II) notify the contact person (see pont 2 above) World Light Side Ltd. without delay, and in any event within twelve (12) hours, providing reasonable detail of the Personal Data Breach and likely impact on Data Subjects. and (III) take any action required at the reasonable request of World Light Side Ltd. World Light Side Ltd. shall make the final decision on notifying (including the contents of such notice) its clients, employees, service providers, data subjects and/or the general public of such personal data breach, and the implementation of the remediation plan, to the extent Personal Data is concerned.

With respect to the data breaches you shall undertake confidentiality (without limitation in time) and shall make reasonable efforts that all of the personal having access to the Personal Data has the same confidentiality obligation.

**11. Retention:** You will ensure that any World Light Side Ltd. Data in your possession is up to the choice of World Light Side Ltd. (I) returned to World Light Side Ltd. or (II) destroyed, when it is no longer required for the performance of the services agreed, or (III) destroyed within a reasonable time taking into consideration the type of Personal Data.

The destruction of Personal Data can be carried out taking into consideration the type of the Personal Data and the applied processes, by anonymization, deletion, destruction of hardware or by fracturing.

**12. Rights of Data Subjects:** You confirm you have the means and will take all reasonable action to allow us to comply with reasonable requests from Data Subjects (in relation their rights under Article 12-22 of GDPR). You shall not directly reply to any request from a Data Subject but transfer the request to World Light Side Ltd. without any delay but no later than 12 hours.

**13. Audit:** You confirm that you will cooperate fully with any reasonable requests for information from World Light Side Ltd. and/or World Light Side Ltd. partners about your Processing of Personal Data in that case you shall cooperate to the extent necessary to enable all parties to comply with their obligations under Applicable Laws and you will permit World Light Side Ltd. and/or World Light Side Ltd. partners to conduct an audit of your compliance with the Agreement amended by this Addendum and Applicable Laws

#### **ACCEPTANCE:**

**I, the undersigned as legal representative of the above company declare that we accept the above Addendum in respect the Agreement signed with World Light Side Ltd. as mandatory and as the amendment of the Agreement in order to comply with the Applicable law by all parties.**

W.S. World Light Side Management Limited Issued 17.05.2018 in Paphos, Cyprus