

DATA PROCESSING AGREEMENT

BETWEEN

The Data Controller:

_____ [name], a _____ [legal form] company incorporated and existing under the laws of _____, having its registered office at _____ [address], and company registration number _____, hereby duly represented by _____,

Hereinafter referred to as the “Customer”,

AND

The Data Processor:

STORY CHIEF NV, a limited liability company incorporated and existing under the laws of Belgium, having its registered office at 9000 GHENT, Visserij 43p, and company registration number 0644.941.221, hereby duly represented by its directors Potchekailov Valeri and Claeysens Gregory,

Hereinafter referred to as “STORY CHIEF”,

The Customer and STORY CHIEF hereinafter individually referred to as a “Party” and collectively as the “Parties”,

WHEREAS

The Customer wishes to call upon STORY CHIEF’s services in accordance with the agreement between the Parties ruled by the General Terms and Conditions of STORY CHIEF (hereinafter referred to as the "Principal Agreement");

The Customer collects Personal Data of the Authorized Users (the Authorized Users’ Personal Data).

The Customer wishes to entrust certain aspects of the processing of these Authorized Users’ Personal Data to the STORY CHIEF. This Data Processing Agreement (hereinafter the "Agreement") is intended to govern the execution and organization of such processing by the STORY CHIEF;

Except where the context requires otherwise, references in this Agreement to the Principal Agreement are to the Principal Agreement as amended by, and including, this Agreement. The parties wish to set out in this Agreement and in accordance with Recital 81 GDPR the mutual arrangements between them regarding the confidentiality and security of the processing of personal data in question.

IS HEREBY AGREED AS FOLLOWS

Article 1 - Definitions

The terms used in this Agreement shall have the same meaning set as in the Principal Agreement: The terms "Data Subject", "Personal Data", "Personal Data Breach" and "Processing" shall have the same meaning as in the General Data Protection Regulation (hereinafter referred to as "GDPR").

Article 2 - Object of the Agreement

- 2.1. The STORY CHIEF's assignment consists of processing the Personal Data for the purposes determined by the Customer and by the agreed means of the processing (the "Assignment") in accordance with the GDPR and the Belgian Data Protection Act of 30 July 2018 (hereinafter together referred to as the "Applicable Data Protection Law").
- 2.2. STORY CHIEF shall act and process the Personal Data only on documented instructions from the Customer (see Appendix 1), unless required to do so by the law to which STORY CHIEF is subject; in such a case, STORY CHIEF shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 2.3. The Customer is responsible for ensuring that all individuals who provide written instructions are authorised to do so.
- 2.4. STORY CHIEF shall only process the Personal Data for the benefit of the Customer and for the purposes determined by the Customer, unless otherwise required by or pursuant to a law, a decree, or an ordinance. It acknowledges that it provides sufficient guarantees in terms of expertise, reliability, and resources to ensure that its technical and organisational measures comply with the requirements of the Applicable Data Protection Laws, including the security of processing.
- 2.5. The Parties expressly undertake to strictly comply with the provisions of the Applicable Data Protection Law.

Article 3 - Communication of the Personal Data

- 3.1. Only the Personal Data that is strictly necessary for the execution of this Agreement may and can be processed by the STORY CHIEF.
- 3.2. The Customer shall make the Personal Data available to STORY CHIEF with a view to processing them in the context of the Assignment.

Article 4 - Purpose limitation

STORY CHIEF processes the Personal Data only for the specific purpose(s) of the processing, as set out in Appendix I unless it receives further instructions from the Customer. STORY CHIEF is not permitted to use the Personal Data for purposes other than the performance of its assignment for the Customer.

Article 5 - Cooperation with third parties

The Customer agrees that STORY CHIEF may outsource (part of) the Assignment to sub-processors to carry out specific processing activities, provided that:

- a) STORY CHIEF maintains an up-to-date list of sub-processors, which is available on its Website at <https://www.storychief.io/gdpr-sub-processors> , which will be updated with details of any change in sub-processors at least 15 days prior to the change;
- b) The Customer may object to the appointment or replacement by STORY CHIEF of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. STORY CHIEF shall provide the Customer with the information necessary to enable the Customer to exercise its right to object;
- c) STORY CHIEF shall ensure that the sub-processor complies with the obligations to which STORY CHIEF is subject pursuant to this Agreement. To this end, STORY CHIEF shall conclude a written agreement that provides for, in substance, the same data protection obligations as those binding STORY CHIEF under this Agreement, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Article, STORY CHIEF fulfils its obligations under Article 10 - ;
- d) At the Customer's request, STORY CHIEF shall provide a copy of such a sub-processor agreement and any subsequent amendments to the Customer. To the extent necessary to protect business secret or other confidential information, including personal data, STORY CHIEF may redact the text of the agreement prior to sharing the copy;
- e) STORY CHIEF shall remain fully responsible to the Customer for the performance of the sub-processor's obligations in accordance with its agreement with STORY CHIEF. STORY CHIEF shall notify the Customer of any failure by the sub-processor to fulfil its contractual obligations.

Article 6 - Obligations of the CUSTOMER

6.1. The Customer agrees and warrants 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 does not violate the relevant provisions of that state.

- 6.2. The Customer will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained. The Customer indemnifies STORY CHIEF against claims of the Data Subject or any third parties arising as a result of non-compliance with the aforementioned rules. This indemnity applies not only to damage suffered by the Data Subject or any third parties, but also to all costs incurred by STORY CHIEF in this connection, such as, but not limited to, the costs of any legal proceedings.

Article 7 - Security & Reporting of Infringement

- 7.1. STORY CHIEF undertakes to take appropriate technical and organisational measures to protect the Personal Data and the processing thereof, taking into account the state of the art, the implementation costs for the STORY CHIEF, as well as the nature, scope, context and processing purposes and the different risks to the rights and freedoms of the Data Subjects in terms of probability and seriousness.
- 7.2. The Customer acknowledges that the security measures taken by STORY CHIEF are appropriate to protect the 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. Consequently, the Customer shall indemnify STORY CHIEF against claims of any Data Subject or any third party in case any of these data breaches occur except in the event of fraud or willful misconduct on the part of the STORY CHIEF.
- 7.3. STORY CHIEF will ensure that access to the Personal Data to be processed is limited to those employees who need the data to perform the tasks assigned to them by STORY CHIEF while performing the Assignment. STORY CHIEF will draw the attention of its employees and staff to the importance of compliance with the Data Protection Laws.
- 7.4. STORY CHIEF undertakes to take appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction, accidental loss, as well as alteration of or access to, and any other unauthorized processing of Personal data. Such measures shall ensure an appropriate level of security, taking into account, on the one hand, the state of the art and the cost of implementing the measures and, on the other hand, the nature of the information to be protected and the potential risks.
- 7.5. STORY CHIEF will inform the Customer of any instruction that it deems to be in violation of any applicable law and will not execute the instructions until they have been confirmed or modified.
- 7.6. STORY CHIEF shall promptly notify the Customer about 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.
- 7.7. In the event that STORY CHIEF becomes aware of any infringement of the Personal Data entrusted to it by the Customer, STORY CHIEF undertakes to report the nature and scope of such infringement to the Customer in writing without unreasonable delay.

Article 8 - Rights of the Data Subjects

- 8.1. If the Customer receives a request from a Data Subject for the exercise of the data subject's rights under the Applicable Data Protection Law and the correct and legitimate reply to such a request necessitates the STORY CHIEF's assistance, STORY CHIEF shall assist the Customer by providing the necessary information and documentation. STORY CHIEF shall be given reasonable time to assist the Customer with such requests in accordance with the Applicable Data Protection Law.
- 8.2. If STORY CHIEF receives a request from a Data Subject for the exercise of the Data Subject's rights under the Applicable Data Protection Law and such request is related to the Personal Data of the Customer, STORY CHIEF must immediately forward the request to the Customer and must refrain from responding to the person directly.

Article 9 - Personal Data Breaches

- 9.1. STORY CHIEF shall give immediate notice to the Customer if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, the Personal Data transmitted, stored or otherwise processed on behalf of the Customer (a "Personal Data Breach"). Such notice shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of Data Subjects and Personal Data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- 9.2. STORY CHIEF shall cooperate with and assist the Customer to enable the Customer to comply with its obligations under GDPR, in particular, to notify the competent supervisory authority and the affected Data Subjects, taking into account the nature of processing and the information available to STORY CHIEF.

Article 10 - Onward Data Transfers

- 10.1. STORY CHIEF shall only disclose the Personal Data to a third party on documented instructions from the Customer. In addition, the data may only be disclosed to a third party located outside the European Union¹ (in the same country as STORY CHIEF or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by this Agreement, or if:
 - (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of GDPR that covers the onward transfer;

¹ The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including GDPR, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Agreement.

- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 GDPR with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
or
- (iv) the onward transfer is necessary in order to protect the vital interests of the Data Subject or of another natural person.

10.2. Any onward transfer is subject to compliance by the Processor with all the other safeguards, in particular purpose limitation.

Article 11 - Retention and deletion

- 11.1. STORY CHIEF shall not store the Personal Data for longer than it is necessary for the performance of the Assignment for which they are provided by the Customer.
- 11.2. If after the execution of the Assignment STORY CHIEF no longer needs to have the Personal Data with a view to its service provision or the follow-up thereof with respect to the Customer, STORY CHIEF shall delete and permanently remove the Personal Data concerned from its files.
- 11.3. The Parties shall jointly ensure that the storage period of the Personal Data is limited to a strict minimum. However, the Customer undertakes to set clear deadlines for the deletion of the Personal Data transferred to STORY CHIEF for the execution of the Assignment.

Article 12 - Verification by the Customer

The Customer reserves the right to check the STORY CHIEF's compliance with this Agreement. At the simple but reasonable request of the Customer, STORY CHIEF shall provide information to this effect concerning the way it fulfils its obligations under this Agreement. To this extent, STORY CHIEF shall keep appropriate documentation on the processing activities carried out on behalf of the Customer.

Article 13 - Duration and termination

- 13.1. This Agreement is concluded for the same duration as that of the Principal Agreement and commences after signature by both Parties. This Agreement shall remain in force until the Principal Agreement is expired or is terminated.
- 13.2. Following expiration or termination of the Agreement, STORY CHIEF will delete all Personal Data in its possession as provided in the Agreement except to the extent STORY CHIEF is required by applicable law to retain some or all of the Personal Data (in which case STORY CHIEF will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this Agreement will continue to apply to such Personal Data.

Article 14 - Miscellaneous provisions

- 14.1. Unless expressly provided otherwise, this Agreement may be amended or supplemented only by means of a written Agreement signed by the authorised representatives of the Parties.
- 14.2. If any provision of this agreement is found to be invalid or unenforceable for any reason, the remaining parts or provisions shall not be affected and shall remain valid and enforceable, as if the invalid or unenforceable parts or provisions had not been included in this agreement. In such case, the Parties undertake to negotiate in good faith a new provision that replaces the invalid or unenforceable provision in its entirety and which, as far as possible, comes closest to the original will of the Parties.

Article 15 - Applicable law and jurisdiction

- 15.1. This Agreement shall be governed by and construed according to Belgian law, without regard to conflict of law principles. This provision shall be without prejudice to the mandatory legal provisions of the law of the country where the Customer is established.
- 15.2. The courts of the judicial district of Ghent, Ghent department, shall have exclusive jurisdiction over any dispute ensuing from this Agreement between the parties.

Executed in _____ on _____ in two original copies, each Party acknowledging receipt of one.

THE CUSTOMER

Name:
Title:

STORY CHIEF

Valeri Potchekailov
Director

Gregory Claeysens
Director

APPENDIX 1 – INSTRUCTIONS FOR PROCESSING OF AUTHORIZED USERS’ PERSONAL DATA

1. Categories of Data Subjects

The Authorized Users’ Personal Data processed concerns the following categories of Data Subjects:

- The Authorized Users.

2. Categories of Authorized User’ Personal Data

- The Authorized Users’ Personal Data as defined in the Principal Agreement.

3. Purpose of the processing

The Authorized Users’ Personal Data transferred will be processed to the following purposes:

- Access to and optimal use of the Services by Data Subject.

4. Processing operations

The Authorized Users’ Personal Data transferred will be subject to the following basic processing activities:

- Cloud storage and other Processing necessary to provide, maintain and improve the Services;
- Legally compelled disclosure in accordance with applicable laws.

5. Retention period

The Authorized Users’ Personal Data transferred will be subject to the following retention period:

- 10 calendar days after the termination of the Principal Agreement.