

GURUCAN 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:

GURUCAN Inc, a limited liability company incorporated and existing under the laws of USA, having its registered office at Gurucan, Inc. 2261 Market Street San Francisco, California 94114, and company registration number 35-2694463, hereby duly represented by its director Chernenko Timur.

Hereinafter referred to as “GURUCAN”,

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

WHEREAS

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

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

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

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.

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 Breach" and "Processing" shall have the same meaning as in the GDPR.

Article 2 - Object of the Agreement

- 2.1. The GURUCAN'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").
- 2.2. GURUCAN may only act and process the Personal Data only on documented instructions from the Customer (see Annex 1), unless required to do so by the law to which) GURUCAN is subject; in such a case, GURUCAN 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. GURUCAN 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 Data Protection Laws, including the security of processing.
- 2.5. GURUCAN is not permitted to use the personal data for purposes other than the execution of its Assignment.

Article 3 - Communication of the Personal Data

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

Article 4 - Cooperation with third parties

- 4.1. GURUCAN reserves the right to outsource (part of) the Assignment to a Subprocessor for the processing of the Personal Data.
- 4.2. GURUCAN shall assure that the Subprocessor engaged commits itself to the same obligations under this Agreement as the GURUCAN.

Article 5 - Obligations of the CUSTOMER

5.1. 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.

- 5.2. 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 GURUCAN 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 GURUCAN in this connection, such as, but not limited to, the costs of any legal proceedings.

- 5.3. The Customer acknowledges that the security measures taken by GURUCAN 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 GURUCAN against claims of any Data Subject or any third party in case any of these data breaches occurs except in the event of fraud or willful misconduct on the part of the GURUCAN.

Article 6 - Security & Reporting of Infringement

- 6.1. GURUCAN 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 GURUCAN, 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.
- 6.2. GURUCAN 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 GURUCAN while performing the Assignment. GURUCAN will draw the attention of its employees and staff to the importance of compliance with the Data Protection Laws.
- 6.3. GURUCAN 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.

- 6.4. GURUCAN 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.
- 6.5. GURUCAN 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.
- 6.6. In the event that GURUCAN becomes aware of any infringement of the Personal Data entrusted to it by the Customer, GURUCAN undertakes to report the nature and scope of such infringement to the Customer in writing without unreasonable delay.

Article 7 - Rights of the Data Subjects

- 7.1. 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 GURUCAN's assistance, GURUCAN shall assist the Customer by providing the necessary information and documentation. GURUCAN shall be given reasonable time to assist the Customer with such requests in accordance with the Applicable Law.
- 7.2. If GURUCAN receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Customer, GURUCAN must immediately forward the request to the Customer and must refrain from responding to the person directly.
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Article 8 - Personal Data Breaches

- 8.1. GURUCAN 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”).
- 8.2. GURUCAN shall make reasonable efforts to identify the cause of such a breach and take steps that are deemed to be necessary to establish the cause, and to prevent such a breach from reoccurring.

Article 9 - Data Transfers

GURUCAN will not transfer the Personal Data to countries outside the European Economic Area (EEA).

Article 10 - Retention and deletion

- 10.1. GURUCAN 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.
- 10.2. If after the execution of the Assignment GURUCAN 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, GURUCAN shall delete and permanently remove the Personal Data concerned from its files.
- 10.3. 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 GURUCAN for the execution of the Assignment.

Article 11 - Verification by the Customer

The Customer reserves the right to check The GURUCAN's compliance with this Agreement. At the simple but reasonable request of the Customer, GURUCAN shall provide information to this effect concerning the way it fulfils its obligations under this Agreement.

Article 12 - Duration and termination

12.1. 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 terminated.

12.2. Following expiration or termination of the Agreement, GURUCAN will delete or return to the Customer all Personal Data in its possession as provided in the Agreement except to the extent GURUCAN is required by Applicable law to retain some or all of the Personal Data (in which case GURUCAN 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 13 - Miscellaneous provisions

- 13.1. 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.
- 13.2. 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 which 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 14 - Applicable law and jurisdiction

- 14.1. This Agreement shall be governed by and construed according to USA law. This provision shall be without prejudice to the mandatory legal provisions of the law of the country where the Customer is established.
- 14.2. The courts of the judicial district of Delaware 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

GURUCAN

_____ Timur Chernenko

APPENDIX 1 – INSTRUCTIONS FOR PROCESSING OF USERS’ PERSONAL DATA

1. Categories of Data Subjects

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

- The Users.

Categories of User’ Personal Data

2.

The Users’ Personal Data processed concern the following categories of data:

Identification details (name, address, telephone number / cell phone number); Personal Data that are located on social media accounts; Electronic identification data (email address, IP-address).

3.

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

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

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Purpose of the processing

4.

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

- Cloud storage. Retention period

5.

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

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