

This document forms an integral part of the General Terms of the Agreement, under which Evrotrust Technologies AD, with registered address at 251G (Г) "Okolovrasten Pat" Str., MM Business Center, fl. 5, 1766 Sofia, Bulgaria, provides services to corporate clients ("General Terms") and contains the terms of the agreement on personal data processing and protection between Evrotrust and the Partner identified in the relevant Special Terms.

1. Definitions

In the application and interpretation of this Clause, the following terms shall have the following meanings:

1.1. "Regulation" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. All references to the Regulation should also be read as references to all applicable provisions of the legislation of the Republic of Bulgaria or of another Member State which transpose or are adopted on the basis of the Regulation into Bulgarian national law or the national law of another Member State, respectively.

1.2. "Applicable Rules/Applicable Data Protection Rules" for the purposes of this Clause means the Regulation and all other applicable laws in force (regulations, statutes, ordinances, etc.), codes of conduct, etc., governing the protection and processing of Personal Data and all rules and policies of the Parties applicable to the processing of Personal Data.

1.3. "SCC" means the Standard Contractual Clauses adopted by the European Commission with Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to the Regulation and available at the following link or another link as may be publicly provided by the European Commission: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en.

1.4. All terms and definitions used in this Clause which are not defined in this Clause shall have the meaning given to them in the General Terms or any applicable Clauses between the Parties hereto and, if none, shall have the meaning given to them in the Regulation or, if not defined in the Regulation, the meaning given to them in the relevant other Applicable Rules. This includes the terms

"Personal Data", "Processing", "Data Controller", "Data Processor", "Data Subject", etc.

2. Subject Matter and Term

2.1. The purpose of this Clause is to regulate the rights and obligations of the Parties in relation to the exchange of personal data between them for the purposes of the performance of the Agreement where the Parties are acting as data controllers, and, where applicable, the personal data processing activities to be carried out by the Partner as data Processor on behalf of Evrotrust for the purposes of the performance of its activities as a Registration Authority.

2.2. This Clause is an inseparable part of the General Terms and applies in addition to any other data protection rules in force between the Parties as per the Agreement.

2.3. This Clause is in force between the Parties for the term of the Agreement.

SECTION I

CONTROLLER TO CONTROLLER RELATIONSHIP

This Section applies to all Partners, unless otherwise specified.

3. Personal Data of Employees

3.1. Processing of personal data relating to employees and other persons of the Evrotrust organisation

3.1.1. The Parties agree that in connection with the conclusion and performance of the Agreement the Partner will process personal data relating to Data Subjects who are authorized to represent, work for or cooperate with Evrotrust – contact persons, employees, managers, attorneys, representatives, etc. of Evrotrust. Such personal data may include names, form of representation, position/function within the Evrotrust organisation, signature, duration of the representative authority, contact details (e-mail address, business telephone/fax number, etc.); information contained in documents generated in the course of the performance of the Agreement and/or provided by Evrotrust in connection with the performance of the Agreement; information contained in correspondence between the Parties relating to the conclusion or performance of the Agreement and any other information provided to Partner.

3.1.2. The Partner will process the personal data referred to in item 3.1.1:

- (a) for the following own purposes:
 - Purposes of the processing of personal data by the Partner related to compliance with legal

obligations: financial and accounting activities; fulfillment of statutory obligations related to financial, tax and accounting activities; fulfillment of legal obligations to keep documents and to provide information and reporting to the competent authorities; obligations related to the implementation of anti-money laundering measures; other regulatory requirements applicable under applicable law to the Partner's activities; compliance with the obligations of the Partner related to the implementation of anti-money laundering measures.

- Purposes of the processing of personal data necessary for the purposes of the legitimate interests of the Partner, the Partner's employees or third parties: activities to ensure the exchange of data and document checksums (hash) between the Partner's Systems and Evrotrust's Systems and to maintain and administer the ensured integration between the Systems, manage and control authentication, authorization and access to various information resources in the Systems, identify and ensure the identity of employees, audit and monitor access to the Systems.

(b) for the following terms:

- For the entire term of the Agreement and for up to 5 years from termination;
- In case the personal data are contained in documents necessary for the purposes of tax and social security control - for a period of up to 10 years, starting from the beginning of the year following the year in which the payment of the public obligation for taxes or compulsory social security contributions related to the records kept for the respective financial year is due, or another period set by the applicable legislation;
- In the event of legal/judicial disputes arising in connection with the conclusion or performance of the Agreement or any activity in connection with its performance, or other administrative or judicial proceedings relating to the performance or activities under the Agreement, the personal data referred to in item 3.1.1 may be processed by the Partner for longer periods than those specified above if necessary for the establishment, exercise or defence of legal claims (e.g. in the event of a legal dispute or other proceedings for the period during which the case is pending, and for up to 5 years after the date of final conclusion of the respective proceedings), or if the applicable legislation provides for data retention for a longer period.

3.1.3. Data Subjects under item 3.1.1. may exercise their rights against the Partner by using the Partner's contact details for personal data matters set out in the Special Terms.

3.2. Processing of personal data relating to employees and other persons in the Partner's organisation

3.2.1. The Parties agree that for the purposes of the performance of the Agreement and Evrotrust will process personal data relating to Data Subjects who are authorized to represent, work for or cooperate with the Partner – contact persons, employees, managers, attorneys, representatives, etc. of the Partner. Such personal data may include names, form of representation, position/function within the Partner's organisation, signature, duration of the representative authority, contact details (e-mail address, business telephone/fax number, etc.); information contained in documents generated in the course of the performance of the Agreement and or provided by the Partner in connection with the performance of the Agreement; information contained in correspondence between the Parties relating to the conclusion or performance of the Agreement and any other information provided to Evrotrust.

3.2.2. Evrotrust will process Personal Data under item 3.2.1:

(a) for the following own purposes:

- Purposes for the processing of personal data by Evrotrust related to compliance with legal obligations: financial and accounting activities; compliance with statutory obligations related to financial, tax and accounting activities; compliance with legal obligations to keep documents and to provide information and reporting to the competent authorities; compliance with other regulatory requirements applicable to the activities of Evrotrust under applicable law;
- Purposes for the processing of personal data necessary for the purposes of the legitimate interests of Evrotrust, its employees or third parties: activities to ensure the exchange of data and documents between the Partner's Systems and Evrotrust's Systems and to maintain and administer the ensured integration between the Systems, manage and control authentication, authorization and access to various information resources in the Systems, identify and ensure the identity of employees, audit and monitor access to the Systems, ensure the ability for access to the necessary information in accordance with the authorization of the employees, exercise and protection of the legal rights and interests of Evrotrust.

(b) for the following terms:

- For the entire term of the Agreement and for up to 5 years from termination;
- *Applicable to Partners acting as a Registration Authority:* In the event that the personal data relate to actions performed by the persons referred to in item 3.2.1 in their capacity as Agents or are contained in documents created in connection with the implementation of the Partner's activities as a Registration Authority of Evrotrust – for a period of up to 10 years from the termination of the Agreement, including in cases where access to the profiles and/or their contractual relationship with

the Partner is terminated prior to the termination of the Agreement, after which time Evrotrust is obliged to delete the personal data of the Partner's Agents. The personal data of the Partner's Agents may also be processed by Evrotrust for a longer period than the specified 10-year period if it is necessary for the establishment, exercise or defence of legal claims (e.g. in the event of a legal dispute or other proceedings up to 5 years from the date of the final conclusion of the relevant case before all instances) or if the legislation in force provides for the processing of the data for a longer period.

- In case the personal data are contained in documents necessary for the purposes of tax and social security control – for a period of up to 10 years, starting from the beginning of the year following the year in which the payment of the public obligation for taxes or compulsory social security contributions related to the records kept for the respective financial year is due;
- In the event of legal/judicial disputes arising in connection with the conclusion or performance of the Agreement or any activity in connection with its performance, or other administrative or judicial proceedings relating to the performance or activities under the Agreement, the personal data referred to in item 3.2.1 may be processed by Evrotrust for longer periods than those specified above if necessary for the establishment, exercise or defence of legal claims (e.g. in the event of a legal dispute or other proceedings for the period during which the case is pending, and for up to 5 years from the date of the final conclusion of the relevant case before all instances) or if the applicable legislation provides for the processing of the data for a longer period.

3.2.3. The data subjects referred to in item 3.2.1 may exercise their rights against Evrotrust by using the contact details of the data protection officer of Evrotrust set out in the Special Conditions.

4. Personal Data Relating to Customers

4.1. Data Subjects who are customers to both Parties

For the purposes of the performance of the Agreement and the implementation thereof, each Party may also process personal data concerning Data Subjects who are customers of its services and who request the conclusion of a contract with the other Party and/or use and/or request services provided by the other Party, including where Data Subjects require a Party to provide their Personal Data to the other Party on their behalf as a part and in course of using a service. Each Party is a data Controller in respect of the processing of personal data it carries out for the purposes of providing its own services to its customers and carrying out its other activities and will process such data in accordance with the Applicable Rules and its rules and policies.

4.2. Registration Authority using an Electronic Channel

This Article applies only to Partners who act as a Registration Authority for Evrotrust and only as regards their Registration Authority activities carried out via Electronic Channels, if any.

4.2.1. In the course of Registration Authority activities using Electronic Channels Partner shall provide to Evrotrust the following categories of data of Data Subjects who have previously been identified by Partner as per the requirements of Clause “Registration Authority” and as of the moment of providing the data are Partner’s customers: full names as provided in personal ID document, country issuing the ID document, personal unique identifier, number of ID document, mobile phone number, e-mail address.

4.2.2. Evrotrust shall process the data provided under item 4.2.1 for the purpose of identifying the Data Subject and concluding a contract for provision of Trust Services between Evrotrust and the Data Subject. The data will be processed by Evrotrust only for this purpose until the conclusion of the contract with the Data Subject. Further processing of the same data may be performed by Evrotrust on the basis of the contract concluded with the Data Subject, for the purposes and terms defined in the Privacy policy applicable to the trust, information, cryptographic and other services provided by Evrotrust Technologies AD, its current version published on Evrotrust’s website here: <https://evrotrust.com/resources/tsp-documents>.

4.2.3. Partner is solely responsible, and with each provision of data under item 4.2.1 declares that:

- (a) Partner has a valid legal ground under the Regulation and Applicable Data Protection Rules to process the data under item 4.2.1, including to provide them to Evrotrust as specified in this Clause;
- (b) Partner has duly informed Data Subject of the processing the data as specified in this Clause, including of their provision to Evrotrust for the purpose under item 4.2.2; and
- (c) the data provided are complete, correct and up to date.

4.3. Additional Agreements

The Parties undertake, in cases where the performance of the Agreement requires additional data exchange concerning Data Subjects who are their customers, to sign additional agreements concerning the respective integrations and data exchanges on the specific technical and organisational measures they will apply to protect the data exchanged, as well as on the specific categories of personal data that will be subject to the exchange, if these are not already regulated by this Clause.

5. Obligations of the Parties When Processing Personal Data as Data Controllers

5.1. In connection with the processing of Personal Data referred to in this Section I, each Party warrants to the other Party:

- (a) that it implements appropriate technical and organisational measures in accordance with the requirements of the Regulation and the Applicable Data Protection Rules and undertakes to ensure the protection of the rights of Data Subjects;
- (b) that staff who will have access to the personal data have undergone introductory and regular training on the processing and protection of personal data, tailored to the specific processing activities and the specific risks associated with the processing of personal data, and that any person who will have access to personal data has undertaken a confidentiality obligation or is legally bound to respect confidentiality.

5.2. In connection with the processing of personal data referred to in this Section I, each of the Parties undertakes:

- (a) to comply with any special law concerning the treatment of the information it processes in the course of its business;
- (b) to make appropriate arrangements with Data Subjects to ensure the lawful exchange of personal data necessary for its performance, including but not limited to providing them with full, clear and comprehensible information about the exchange of data;
- (c) comply with its obligation to notify the supervisory authority of a personal data breach;
- (d) comply with its obligation to notify the data subject of a personal data breach;
- (e) immediately notify the other Party accordingly in the event:
 - of any investigative activities undertaken by a data protection supervisory authority in respect of processing activity of personal data received from the other Party for the purpose of implementing the Agreement;
 - where it determines that there is a legal obligation to, or there is a request by a governmental, administrative, judicial and/or other authority to provide personal data that has been obtained from the other Party, except where such notification is contrary to mandatory provisions of law;
 - where it determines that the legal basis on which it processes the Personal Data received from the other Party in accordance with this Clause has ceased to exist.
- (f) to assist and cooperate with the other Party in any way possible, including but not limited to providing requested information, in the performance of its obligations under the Regulation and any

other Applicable Rules:

- to respond to requests to exercise the rights of data subjects under Chapter III of the Regulation;
- to notify the supervisory authority of a personal data breach;
- for prior consultation with the supervisory authority;
- to notify the data subject of a personal data breach.

(g) to assist and cooperate with the other Party in any way possible, including but not limited to providing it with requested information when the supervisory authority conducts investigations in the form of data protection audits.

SECTION II

CONTROLLER TO PROCESSOR RELATIONSHIP

This Section applies only to Partners having the role of a Processor of personal data for Evrotrust in the course of their activities as a Registration Authority for Evrotrust, with the exception of Registration Authority activities carried out via Electronic Channels.

6. Nature, scope, purposes and duration of the processing of Personal Data by the Partner as a Processor

6.1. The Partner has the role of a Processor for Evrotrust where Partner operates as a Registration Authority under Article 3, Para 2 of Clause “Registration Authority”, i.e. where the Partner identifies natural persons for the purposes of issuing of qualified certificates for qualified electronic signature (QCQES) with short-term validity, and the identified person applies for the short-term QCQES on site before the Partner's Registration Agent, as per the relevant rules and conditions of Clause “Registration Authority”. In the course of these activities the Partner will process personal data on behalf and by assignment of Evrotrust solely for the purposes of carrying out these activities, in accordance with the requirements of the Agreement, the Policies and the requirements of applicable law.

6.2. The processing of personal data by the Partner as a processor on behalf of Evrotrust shall be carried out in strict compliance with the requirements set out by Evrotrust in this Clause regarding the manner, amount, scope and duration of processing and in accordance with all Applicable Rules.

6.3. The processing of personal data by the Partner in its capacity as Processor of personal data on

behalf of Evrotrust will be carried out for the territory of the European Union ("Processing Territory"), unless and only as expressly otherwise provided in this Clause. The Partner shall not be permitted to use any equipment for processing personal data as a processor located outside the designated Processing Territory, unless and only as expressly otherwise provided in this Clause.

6.4. When processing personal data by the Partner as a processor on behalf of Evrotrust, the Partner may not involve another processor without the prior express written permission of Evrotrust for each specific processor. The Partner undertakes to keep an up-to-date register of all sub-processors it has involved in processing under this text.

7. Personal Data Processing Activities of the Partner as a Data Processor

7.1. For the purposes of Article 6.1, the Partner will carry out the following personal data processing activities:

7.1.1. Activity 1: Acceptance and processing of applications from Users for the issuance and maintenance of electronic signature certificates under the trademark Evrotrust® on the territory of the European Union as a Registering Authority of Evrotrust and personal identification of Users for the purpose of issuing a Qualified Certificate for Qualified Electronic Signature (QCQES).

a) Categories of Data Subjects: Users who request to the Partner as a Registration Authority of Evrotrust the conclusion of a contract for the issuance and maintenance of qualified electronic signature certificates under the trademark Evrotrust®;

b) Types of personal data to be processed by the Partner:

- identification data: names, personal identification number, address, photo of the person in the identity document, identity document data (identity document number, date and authority of issue);
- contact details: mobile phone number and email address;
- a scanned image of an identity document;
- other data included in the application for electronic signature as requested services.

c) Term: for the duration of the Agreement;

d) Nature of processing and its requirements: Performing all actions necessary for the acceptance and processing of applications for the issuance and maintenance of electronic signature certificates, including but not limited to:

- comparison of and confirmation of the correspondence between the physical characteristics of the User appearing in person with the data from the identity document (photo, other information

about physical identity);

- confirmation/verification of the conformity of the data sent with the data on the identity document submitted by the User;
- entering and sending the User's identification data, contact details and other data necessary for requesting and issuing an electronic signature to the Evrotrust System via the specialized API for connectivity with the Evrotrust System in accordance with the forms approved by Evrotrust and confirming the compliance of the entered data with the data from the identity document submitted by the User;

All of the described activities are performed only by an authorized Agent of the Partner through the provided personal access account.

7.1.2. Activity 2: Assistance to the client to enable the use of the Evrotrust eID service

a) Categories of Data Subjects: Users who request the Evrotrust „eID“ service (available only with the simultaneous using of the Evrotrust-branded QCOES) to the Partner as Evrotrust Registration Authority.

b) Types of Personal Data to be processed:

- identification data: name, personal identification number (if available), identity document data (identity document number, date and authority of issue, photograph, scanned image of the identity document);
- contact details: mobile phone number and email address;

c) Term: for the duration of the Agreement.

All of the described activities are performed only by an authorized Agent of the Partner through the provided personal access account.

7.2. In carrying out the Personal Data processing activities under this Article, the Partner:

7.2.1. undertakes to implement appropriate technical and organisational measures in accordance with the requirements of the Regulation and the Applicable Rules and to ensure the protection of the rights of Data Subjects. For the avoidance of doubt, the Partner shall ensure that it implements, as a minimum, the technical and organisational data protection measures described in Annex II to this Clause.

7.2.2. ensures that each of the Agents (staff) who have access to personal data has received introductory and regular training on the processing and protection of personal data, tailored to the specific processing activities and the specific risks associated with the processing of personal data.

The Partner shall ensure that any person who has access to personal data has committed to confidentiality or is required by law to respect confidentiality.

7.2.3. is obliged to notify Evrotrust immediately in the event of:

- (a) any investigative activities undertaken by a data protection supervisory authority in relation to personal data processing activities pursuant to this Article 7;
- (b) that it finds that it is unable to perform its obligations under this Clause for any reason;
- (c) it becomes aware of any breach of security of personal data it processes on behalf of Evrotrust.

Notification of a breach of security should be made to Evrotrust promptly, but no later than twenty-four (24) hours from the time of discovery, and should contain at a minimum the following information:

- a description of the nature of the breach and of the facts relating to the personal data breach, including, if possible, the categories and approximate number of data subjects affected, the categories of data and the approximate quantity of personal data records affected;
- a description of the possible consequences of the personal data breach;
- a description of the measures taken or proposed by the Partner to address the personal data breach, including, as appropriate, measures to mitigate any adverse effects.

In the event that it is objectively impossible to provide all the information necessary for the notification within the above mentioned time limit, the Partner shall notify Evrotrust within this time limit by providing it with the information available at that time and, in agreement with Evrotrust, supplement the notification.

(d) to assist Evrotrust in every possible way in fulfilling Evrotrust's obligations to document the personal data breach and in notifying the supervisory authority of the breach, by promptly providing Evrotrust with any information requested by the latter that is necessary to document the breach and to notify the supervisory authority;

e) where a Data Subject makes a direct enquiry to the Partner in relation to the personal data processing activities carried out pursuant to this Article 7, unless the Partner, pursuant to further documented instructions from Evrotrust, has committed to respond directly to such enquiries;

f) where the Partner establishes that there is a legal obligation to, or there is a request from a governmental, administrative, judicial and/or other authority to provide personal data that it processes on behalf of Evrotrust, except where such notification is contrary to mandatory provisions of law;

7.2.4. to provide Evrotrust with access to all information necessary to demonstrate the Partner's compliance with its obligations under this Clause relating to the processing activities on behalf of

Evrotrust, and to permit and assist audits, including inspections, by Evrotrust or any other auditor authorised by Evrotrust and to respond to any enquiries by Evrotrust regarding the processing activities under Article 7 of this Clause;

7.2.5. to assist Evrotrust, in any way possible, including but not limited to, complying with Evrotrust's specific instructions and providing it with requested information, in fulfilling its obligation to respond to requests to exercise the Data Subjects' rights under Chapter III of the Regulation;

7.2.6. not to transfer personal data it processes pursuant to this Article 7 to a third country or an international organisation, except where it is obliged to do so under Union or Member State law applicable to the Partner, in which case the Partner shall inform Evrotrust of this legal requirement prior to the transfer, unless that law prohibits such information on important public interest grounds;

7.2.7. not to process personal data on behalf of Evrotrust outside the territory of the European Union ("Processing Territory"), unless Data Subject has physically appeared before Partner's Agents outside of the Processing Territory. In those cases, processing shall be carried out as per the requirements of Section III of this Clause.

7.2.8. to assist Evrotrust in fulfilling its obligation to notify the Data Subject of a personal data breach under Article 34 of the Regulation, in any way possible, including, but not limited to, by complying with Evrotrust's specific instructions and providing the requested information;

7.2.9. if and insofar as applicable, assist Evrotrust in fulfilling its obligation to carry out a data protection impact assessment under Article 35 of the Regulation, if necessary, in any way possible, including, but not limited to, by providing it with the requested information;

7.2.10. if and to the extent applicable, assist Evrotrust in fulfilling its obligation to carry out prior consultation with the supervisory authority under Article 36 of the Regulation, in any way possible, including but not limited to, by providing it with the requested information;

7.2.11. maintain a written record of all categories of processing activities carried out on behalf of Evrotrust, at least with the content required by the Regulation;

7.2.12. to compensate for any damages that a person may suffer as a result of processing of personal data carried out by the Partner, which processing violates the Regulation or other Applicable Data Protection Rules, unless the Partner proves that it is in no way responsible for the damages and/or has carried out the processing in accordance with Evrotrust's instructions;

7.2.13. In the event of termination of the Agreement or of the processing activities under this Article 7 by the Partner, at the option of Evrotrust, to return to Evrotrust all Personal Data it has collected and processed on Evrotrust's behalf or to delete all existing copies of such data, unless there is a proper

basis for the Partner to continue processing and Union law requires its retention. The Partner shall confirm in writing to Evrotrust that the personal data has been returned, deleted and/or stored.

7.2.14. In the event that, following the cessation of specific personal data processing activities under this Article 7, the Partner needs to continue to store personal data that it has collected and processed on behalf of Evrotrust, the Partner undertakes to notify Evrotrust of the legal basis for the storage and agrees and warrants that it will store it in compliance with the Regulation and other Applicable Data Protection Rules.

8. Outsourcing of Personal Data Processing Activities

8.1. Either Party may delegate the processing of Personal Data pursuant to this Clause to processors or sub-processors (where applicable) of the Personal Data in accordance with the Applicable Data Protection Rules. Where a processor or sub-processor for Personal Data subject to this Clause is appointed by Partner under the conditions of item 9.1 (b) of this Clause, the agreement with the third party shall be governed by the relevant texts of the SCC, as completed in accordance with this Clause.

8.2. Each Party shall maintain a register of all processors or sub-processors that it has engaged for the purpose of carrying out Personal Data processing activities in accordance with this Clause. The register shall contain the full name and contact details of the processor, the Data Protection Officer (if any) or, if none, other relevant contact person, and the categories of processing activities carried out by the processor or sub-processors concerned.

SECTION III

PARTNERS LOCATED AND/OR PROCESSING DATA OUTSIDE THE EU/EEA

This Section only applies to Partners established and/or having their main place of commercial activities and/or processing Personal Data subject to this Clause in a country outside of the European Union and the European Economic Area.

9. Partners acting as Processors

9.1. Where Partner processes personal data as a Processor for Evrotrust according to Article 7 of this Clause outside of the EU/EEA, and only as regards these activities, the provision by Partner of data gathered outside of the EU/EEA directly to Evrotrust for further processing within the EU/EEA does not constitute transfer of personal data to a third country or an international organization within the meaning

of the Regulation. In those cases, Partner:

- (a) Shall be permitted to use equipment located outside of the EU/EEA for processing personal data as a Processor for Evrotrust only to the extent necessary for the purpose of collecting data of Data Subjects appearing before Partner outside of the EU/EEA and providing those data to Evrotrust;
- (b) Shall not use any sub-processor for data processed under Article 7 of this Clause, unless with Evrotrust's explicit prior consent expressed in writing and in the presence of a respective data protection agreement concluded with the sub-processor, as provided in this Clause.

9.2. If, nevertheless, and only to the extent it may be considered that in the cases of item 9.1 above there is a transfer of personal data to a third country or an international organization within the meaning of the Regulation, then to the same extent the SCC Module Two shall apply to Personal Data that is protected by the Regulation and processed outside the EEA, completed as follows:

- a) in Clause 7, the optional docking clause will apply;
- b) in Clause 9, Option 2 will apply, and the time period for prior notice of Sub-Processor changes shall be thirty (30) days;
- c) in Clause 11, the optional language will not apply;
- d) in Clause 17, Option 1 will apply, and the SCCs will be governed by Bulgarian law;
- e) in Clause 18(b), disputes shall be resolved before the courts of Bulgaria;
- f) Evrotrust shall be the data exporter outside of the territory of the EU/EEA, and Partner shall be the relevant data importer;
- g) Annex I of the SCC shall be deemed completed with the relevant information set out in Annex I.A to this Clause; and
- h) Annex II of the SCC shall be deemed completed with the information set out in Annex II to this Clause.

10. Partners acting as Controllers

Where Partner is located and/or processes personal data received by Evrotrust outside of the EU/EEA, and only as regards Partner's activities as an independent Controller of Personal Data under this Clause, the SCC shall apply to Personal Data that are protected by the Regulation and processed outside the EEA, completed as follows:

- a) Module One will apply;
- b) in Clause 7, the optional docking clause will apply;

- c) in Clause 11, the optional language will not apply;
- d) in Clause 17, Option 1 will apply, and the SCCs will be governed by Bulgarian law;
- e) in Clause 18(b), disputes shall be resolved before the courts of Bulgaria;
- f) Evrotrust shall be the data exporter outside of the territory of the EU/EEA, and Partner shall be the relevant data importer;
- g) Annex I of the SCC shall be deemed completed with the relevant information set out in Annex I.B to this Clause; and
- h) Annex II of the SCC shall be deemed completed with the information set out in Annex II to this Clause.

11. The Parties do not aim to contradict or restrict any of the provisions of the SCC. If and to the extent the SCC conflict with any provision of the Agreement (including this Clause) the SCC shall prevail to the extent of such conflict.

12. If, in the course of the relationship between the Parties, a situation concerning personal data processing arises which is not expressly provided for in this Clause, the rules of this Clause shall apply accordingly to the extent possible without contradicting the Regulation and Applicable Data Protection Rules, until the situation is expressly arranged with an additional agreement between the Parties, if this is necessary.

ANNEX I**APPLICATION OF SCC UNDER SECTION III OF THIS CLAUSE****A. Transfer Controller to Processor****LIST OF PARTIES**

Data exporter(s): Evrotrust Technologies AD, relevant information provided for the in General Terms and Special Terms of the Agreement.

Role: Controller

Data importer(s): The entity defined as Partner within the relevant Special Terms of the Agreement.

Role: Processor

DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- a. Data Subjects under item 7.1.1 (a) of this Clause.
- b. Data Subjects under item 7.1.2 (a) of this Clause.

Categories of personal data transferred

- a. Data under item 7.1.1 (b) of this Clause.
- b. Data under item 7.1.2 (b) of this Clause.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None anticipated.

The frequency of the transfer (e. g. whether the data is transferred on a one-off or continuous basis).

Continuous for the term of the Agreement.

Nature of the processing

- a. The activities described in item 7.1.1 (d) of this Clause.
- b. Activities necessary to assist the Data Subject with the activation of the eID service.

Purpose(s) of the data transfer and further processing

The purposes described in item 6.1 of this Clause.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Data importer may engage other companies to provide parts of the service on data importer's behalf only after express written consent of data exporter.

COMPETENT SUPERVISORY AUTHORITY

Bulgarian Commission for Personal Data Protection

B. Transfer Controller to Controller

LIST OF PARTIES

Data exporter(s): Evrotrust Technologies AD, relevant information provided for the in General Terms and Special Terms of the Agreement.

Role: Controller

Data importer(s): The entity defined as Partner within the relevant Special Terms of the Agreement.

Role: Controller

DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- a. Data Subjects provided in items 3.1.1 and 3.2.1 of this Clause;
- b. Data Subjects provided in item 4.1 of this Clause;
- c. Data Subjects provided in items 4.2.1 of this Clause.

Categories of personal data transferred

- a. Categories of personal data provided in items 3.1.1 and 3.2.1 of this Clause.
- b. Categories of personal data provided in the Privacy policy applicable to the trust, information, cryptographic and other services provided by Evrotrust Technologies AD, as may be amended from time to time, the current version published on Evrotrust's website here: <https://evrotrust.com/resources/tsp-documents>.
- c. Categories of personal data provided in items 4.2.2 of this Clause.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None anticipated.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous for the terms set forth in this Clause.

Nature of the processing

Storage, combination, provision to pre-defined parties in the presence of relevant legal grounds.

Purpose(s) of the data transfer and further processing

- a. The purposes defined in items 3.1.2 (a) and 3.2.2 (a) of this Clause.
- b. The purposes defined in the Privacy policy applicable to the trust, information, cryptographic and other services provided by Evrotrust Technologies AD, as may be amended from time to time, the current version published on Evrotrust's website here: <https://evrotrust.com/resources/tsp-documents>.
- c. The purposes defined in item 4.2.2 of this Clause.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- a. The terms provided for in item 3.1.2 (b) and 3.2.2 (b) of this Clause.
- b. The terms defined in the Privacy policy applicable to the trust, information, cryptographic and other services provided by Evrotrust Technologies AD, as may be amended from time to time, the current version published on Evrotrust's website here: <https://evrotrust.com/resources/tsp-documents>.
- c. The terms defined in item 4.2.2 of this Clause.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Data importer may engage other companies to provide parts of the service on data importer's behalf only after express written consent of data exporter.

COMPETENT SUPERVISORY AUTHORITY

Bulgarian Commission for Personal Data Protection.

ANNEX II**MINIMUM TECHNICAL AND ORGANISATIONAL MEASURES**

The Parties implement and apply appropriate technical and organisational measures to protect Personal Data. The measures the Parties introduce and apply relate to the following types of data protection: physical, personal, documentary, protection of automated information systems and/or networks, and cryptographic protection.

Type of protection	Category of measures	Type of measures	Entered (Y/N)	Comments
Physical protection	Technical measures	Locking the premises	YES	
		Designation of document storage cabinets	N.A. Personal data is not kept on paper	
		Fire extinguishing means/systems	YES	
		Equipment of the premises where personal data are processed	N.A. Personal data is not kept on paper	
		Premises security/security systems	YES	
	Organisational measures	Identification of the premises where personal data will be processed	YES	
		Determination of the premises in which the elements of the communication and information systems for the processing of personal data will be located	YES	
		Defining the physical access organisation	YES	
		Determination of the technical means of physical protection used	YES	
		Designation of controlled access areas	YES	
		Designation of areas with different levels of access	YES	

Type of protection	Category of measures	Type of measures	Entered (Y/N)	Comments
Personal protection	Organisational measures	Knowledge of data protection legislation	YES	
		Knowledge of the risks to personal data processed by the controller	YES	
		Consent to undertake not to disclose personal data	YES	
		Failure to share critical information among staff	YES	
		Knowledge of data protection policies and guidelines	YES	
		Staff training to respond to data security events	YES	
Document checksum (hash)	Organisational measures	Determination of the records to be kept on paper	N.A. Personal data is not kept on paper	
		Determining the conditions for processing personal data		
		Regulation of access to registers		
		Determination of storage periods		
		Destruction procedures		
		Control of access to registers		
		Rules for propagation and distribution		
		Procedures for verification and control of processing		
Protection of automated information systems and/or networks	Technical measures	Identification and authentication	YES	
		Records management	YES	
		External links/connection	YES	
		Protection against viruses	YES	
		Copies/back-ups for recovery	YES	
		Information carriers	YES	
		Cryptographic protection	YES	
		Pseudonymisation of data	YES	
		Telecommunications and remote access	YES	
		Maintenance/operation	YES	
		Session access control	YES	
	Organisational measures	Personal systems protection	YES	
		Determination of storage periods for personal data	YES	
		Media	YES	

Type of protection	Category of measures	Type of measures	Entered (Y/N)	Comments
		destruction/deletion/erasure procedures		
		Physical environment / surroundings	YES	
		Data protection policies, security guides and standard operating procedures	YES	
		Contingency planning	YES	
		Staff training to respond to data security events	YES	
Cryptographic protection	Cryptographic protection	Access over secure connection channels, https access and IP-VPN/SSL	YES Part of the Evrotrust infrastructure	
		Cryptographic protection in the transmission of information.	YES Part of the Evrotrust infrastructure	