PERSONAL DATA PROCESSING CONTRACT

___ _____ 2018, Vilnius

_____ _____ (hereinafter referred to as the "**Data Controller**" or "**Client**"), legal entity code _____, with a registered office at _____,

and

Teamgate, UAB (hereinafter referred to as the "**Data Processor**" or **"Service Provider"**), legal entity code **302902842**, with a registered office at **J. Jasinskio g. 16A, LT-03163 Vilnius, Lithuania,**

both hereinafter collectively referred to as the **Parties** and each individually as a Party**,** have concluded the present Personal Data Processing Contract, hereinafter referred to as **the Contract.**

1.   Terms and definitions

1.1.   In this Contract, including preamble thereof, the terms in capital letters shall have the following meanings:

Data Controller	means a Party specified above in this Contract which, either alone or in association with others, establishes the purposes and means of Data Processing.
Data Processor	means a Party specified above in this Contract, which is authorized by the Data Controller to process the Data to the extent specified in this Contract.
Personal Data	means the personal data as defined in the Regulation, which form part of the Client's data.
Data Subject	means a natural person whose Personal Data forms part of the Client's data.
Third Person	means a legal entity or a natural person, other than the Data Subject, the Data Controller, the Data Processor and persons who are directly authorized by the Data Controller or Data Processor to process the Personal Data.
Measures	means the technical and organizational measures applied by the Data Processor to protect the Data from accidental or unlawful destruction, alteration, disclosure, and any other illegal processing thereof. The list of such Measures is not provided in this Contract.
Service Contract	means service contract concluded between the Data Controller and the Data Processor on ___ _____, _____.
Regulation or **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).

1.2. The other definitions used in this Contract are in accordance with the definitions given in the Regulation as well as the terms set out in the Service Contract.

2. Subject matter of the Contract

2.1. Taking into account the fact that the Parties have concluded a Service Contract under which the Service Provider is providing certain services to the Client, as a result of which the Client's data or certain parts thereof may be made available to the Service Provider for the purposes specified in the Service Contract. The Client's data or parts thereof may include the Personal Data, and the Parties shall conclude this Contract to define the rights and obligations of the Parties as regards to the processing of the Personal Data as required by the GDPR.

2.2. The Data Processor must carry out the Personal Data processing exclusively in line with the lawful instructions provided by the Data. The Data Processor shall immediately inform the Data Controller if, in its opinion, the instructions are contrary to the Regulation or other applicable legislation.

2.3. For the sake of clarity, the Parties warrant that this Contract does not apply to Personal Data that is being processed by the Service Provider acting as a data controller itself.

3. Scope and purpose of processing

3.1. The processing of Personal Data for the purpose of this Contract covers only these processing operations: Client's data storage, restoration and destruction. Client's data may include Personal data; however, the Data Processor don't have any information about any specific Personal data and is no able to see it.

3.2. Details of the processing operations performed by the Data Processor are set out in the Service Contract and in the documentation related thereto.

3.3. The following groups of the Data Subjects whose Personal Data may be included in the Client's data: employees, employees of the Client's clients - legal entities, and clients of the Client - natural persons.

Personal Data of the Data Subjects that may be included in the Client's data: name, surname, e-mail, telephone number, company (workplace) and title, photo, IP address, _____.

3.4. The purpose of the processing operations carried out by the Data Processor is to ensure proper provision of services under the Service Contract – (1) internal administration (order of services, concluding agreements and administration of payments), (2) Customer Support and (3) Direct marketing management.

3.5. The Data Controller warrants that the Data Controller's processing of the Personal Data (including the use of the Data Processor's services) is carried out in accordance with the requirements of the legal acts applicable as of the time of transfer of the Personal Data.

4. Time limit for Processing Operations

4.1. Processing of the Personal Data carried out by the Data Processor may continue throughout the validity term of the Service Contract. Upon its expiration, the Data Processor shall terminate processing operations within the time limit specified in the Service Contract.

4.2. In the event that the Data Processor is required by the applicable legal acts to carry out the processing operations provided for in this Contract even after the termination of the Service Contract, the provision referred to hereinabove shall not apply to the extent and for the period during which the Data Processor is required to comply with the statutory obligation.

5. Confidentiality and Measures

5.1. The Data Processor shall be responsible for maintaining the confidentiality and security of the Personal Data being processed, from the start of the provision of the Services under the relevant Service Contract. This provision does not apply in cases where the Data Processor is required to disclose Personal Data when complying with statutory obligations.

5.2. The Data Processor shall ensure that all the persons involved in the processing of the Client's data are bound by the obligation of confidentiality or subject to the applicable statutory obligation of confidentiality.

5.3. Upon separate Data Controller's instruction and if the law does not impose any obligation to the contrary on the Data Processor, the Data Processor must securely and irreversibly destroy the Personal Data being processed as well as copies thereof and certify the fact of their destruction to the Data Controller.

5.4. The Data Processor, having regard to the level of advancement of technical capabilities, the implementation costs and the nature of the processing, shall apply, for the purpose of ensuring security, integrity, irreversibility of the data, only Measures provided by the third parties.

5.5. The said Measures are not specific to the Data Controller but are standardized and applied equally to all the Data Processor's services of the same kind, as well as to clients. The Data Controller warrants that such Measures are sufficient and appropriate for it to ensure an adequate level of Personal Data protection, appropriate to the processing carried out by it (its nature), the risks involved, the nature, scope, context and purposes of the Personal Data.

5.6. The Data Processor may, at its discretion, modify/update the Measures without notifying the Data Controller individually. Such modification or updating may not result in a lower level of protection than provided by the Measures at the time of the conclusion of this Contract.

5.7. The Data Processor informs, and the Data Controller understands that all the virtual resource rental services being provided are compliant with the requirements of ISO 27 001 standard. Also, the Data Processor will ensure that services will be compliant with this standard throughout the validity term of the Service Contract.

5.8. Implementation of any technical organizational measures, not covered by the Measures, may be possible only at the expense of the Data Controller and according to the Data Controller's instruction.

6. Provision of information and auditing

6.1.   The Data Processor will provide the Data Controller with the information necessary to demonstrate how the Data Processor's obligations under this Contract are being performed. Such information shall be provided within a reasonable period agreed by the Parties.

6.2.   The Data Processor will provide the opportunity and conditions for the Data Controller to regularly (no more often than once a year) inspect (perform an audit), at the time agreed between the Parties and at the Data Controller's expense, compliance with the requirements established in this Contract. The scope and conditions for such an inspection (audit) will be as follows:

(a) answers to questions submitted by the Data Controller in writing; and

(b) the possibility of interviewing the appropriate Data Processor's officer at the Data Processor's premises.

6.3.   The Data Controller may invoke a third party, an independent auditor, to perform such inspection, provided that such a party is not a direct competitor to the Data Processor.

6.4.   The Data Processor will not give the Data Controller, or the third party invoked thereby, access to the Data Processor's systems and/or IT infrastructure used to provide the Services under the Service Contract.

6.5.   The provisions of the Service Contract (including related to confidentiality, etc.) shall apply to the information obtained by the Data Controller in the course of such an audit.

6.6.   The Parties agree that any provision of information and assistance in conducting audits may not interfere with the normal activities of the Data Processor and result in unreasonable costs for the Data Processor.

7. Assisting the Data Controller

7.1.   Taking into account the Personal Data processing operations carried out by the Data Processor, the scope and nature thereof, the Data Processor:

7.1.1.   will provide the Data Controller with assistance in fulfilling the Data Controller's obligation to respond to requests for access to the rights of the Data Subject as stipulated by the applicable legislations. Such assistance shall be limited to the Data Processor's obligation, upon receipt of the Data Subject's request (if the Data Controller is clearly identifiable from the request) for access to the rights inherent thereto, to forward the request to the Data Controller immediately. Accordingly, upon forwarding such a request, the Data Processor will be deemed to have duly fulfilled this obligation.

7.1.2.   undertakes to cooperate with the Data Controller and provide the information and/or the documents requested by the Data Controller, which are required by the supervisory authority in the course of the Data Controller's inspection and which may be provided by the Data Processor.

7.1.3.   upon receipt of any request or demand from public authorities, relating to the processing of Personal Data, to the actions of the Data Processor under this Contract or to the Personal Data, must immediately notify the Data Controller in writing, unless prescribed to the contrary by the applicable legislations.

7.1.4. the Data Processor undertakes to notify the Data Controller of a security breach only if such a breach is related to the Client's data. The data security breach includes the cases of accidental or unauthorized access to and misappropriation of the Client's data. In this case, the Data Processor will notify the Data Controller within a reasonable time, but no later than within 24 hours. Subject to the fact that the Data Processor will not have access to the individual Personal Data of the Data Subject, the obligation contained in this clause shall only cover the Data Processor's obligation to inform the Data Controller in the event of a specified security breach. The fulfilment of the information obligation will not be considered an acknowledgement of violation of the obligations of the Data Processor under the Service Contract or this Contract.

7.1.5. shall assist the Data Controller in fulfilling its obligations, regarding the data protection impact assessment and the prior consultations with the supervisory authority, by providing consultations or other assistance to the Data Controller.

7.2. The Parties agree that any assistance under this Contract, if not individually named/covered by the Service Contract as part of the services thereunder or exceeding the obligations of the Service Provider provided for in the Service Contract, will be paid at the service rates currently applied by the Service Provider at the time or at the rates agreed upon by the Parties.

8. Sub-processors

8.1. Except as discussed in this Contract, the Data Processor undertakes not to invoke another data processor without the prior consent of the Data Controller.

8.2. By signing this Contract, the Data Controller expresses its consent with the Data Processor's right to invoke other companies belonging to the BLUE BRIDGE group of companies, as well as service providers that are providing services to the Data Processor, during the implementation of this Contract. Such data processors invoked by the Data Processor will ensure the compliance with the requirements imposed by this Contract on the Data Processor as far as the Personal Data processing operations entrusted to them are concerned.

9. Liability

9.1. The Data Processor shall only be liable for the damages caused by the processing of Personal Data, if it has not complied with the obligations imposed specifically on the data processors by the Regulation or if it has acted contrary to or in violation of the lawful instructions of the Data Controller (including violations of this Contract). In this case, the Data Processor shall only be liable for the direct damage caused by the violation of the obligations imposed on the Data Processor. In any case, the terms and conditions for the arising of liability of the Data Processor (including limitations) set forth in the Service Contract shall apply to the liability of the Data Processor.

9.2. The Data Controller shall be liable for the damage incurred by the Data Processor as a result of the breach of this Contract and/or requirements of legal acts of the Republic of Lithuania committed by the Data Controller.

10. Validity and expiry of the Contract

10.1. This Contract shall come into force from the moment of its signing and shall remain valid until proper fulfilment by the Parties of the contractual obligations stipulated therein.

10.2. The provisions of this Contract shall become applicable and binding on the Data Processor from 25 May 2018 onwards.

10.3. Should any clause or provision of this Contract be declared void, the remaining parts and provisions of this Contract will remain in force in all respects.

10.4. The Contract shall expire:

10.4.1. upon expiry of the Service Contract;

10.4.2. upon one of the Parties losing the right to process Personal Data (for example, if the supervisory authority orders the termination of Personal Data processing activities).

10.5 The rights and/or obligations of a Party arising under this Contract may not be assigned to third parties without prior written consent of the other Party.

11. Miscellaneous

11.1. This Contract is drawn up and must be interpreted in accordance with the laws of the Republic of Lithuania.

11.2. The provisions of the Service Contract apply to this Contract as much as the former are compatible with the provisions of this Contract.

11.3. The Parties agree that any dispute and/or claim arising out of this Contract or in relation thereto, or arising out of the breach, termination or invalidity thereof will be resolved by negotiation. If the dispute is not resolved by negotiation, it will be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania, by determining the territorial jurisdiction according to the Data Processor's registered office as indicated in the public register.

11.4. All notices provided under this Contract shall be provided in the manner and form established in the Service Contract.

11.5. The Contract is drawn up in English language, one copy for each Party.

11.6. All amendments and supplements to the Contract shall be made in writing, by signing of additional agreements between both Parties which shall be deemed to be an integral part of the Contract. The annexes to the Contract, if any, shall be deemed to be an integral part of the Contract.

11.7. This Contract is concluded in writing. The Parties agree that the exchange of scanned copies of this Contract signed by each of the Parties shall be deemed to be a proper signing of the Contract.

11.8. The Contract shall enter into force upon its signing. If the Parties do not sign it simultaneously, the Contract shall enter into force from the later date indicated next to the signature of the respective Party.

11.9. The Parties undertake to keep confidential and not to disclose the contents of the Contract and the information related thereto to any third party, unless such disclosure is required by law or the disclosure of the information is necessary for the proper performance of this Contract, or the disclosure of the information is consented to in writing by another Party to the Contract, or the information is or becomes public without a breach of this Contract.

12. Legal details and signatures of the Parties

On behalf of the Data Processor:

Signature   _____

Name, surname   Marijus Andrijauskas

Job title   CEO

Date   _____

On behalf of the Data Controller:

Signature   _____

Name, surname   _____

Job title   _____

Date   _____