APPLICAA LIMITED

23 Abdale Road,

London,

W12 7ER

Dang Dang Dinh (the "**Processor**")

Please add your address here:

Attention: Dang Dang Dinh

Date: 11/06/ 2019

**Background**

We refer to the Agreement entered into by the Processor and Controller (together the "**Parties**"). In order to meet their respective obligations under the General Data Protection Regulation (EU 2016/679) (the "**GDPR**") and all other Data Protection Legislation (as defined below), the Parties agree that with effect from the 25th May 2018, the Agreement is hereby amended (in respect of all aspects of the Agreement in respect of which the Processor acts as Controller's "data processor" (as defined in the Data Protection Legislation) as follows to give effect to Paragraphs 2, 3 and 4 of Article 28 of the GDPR.

**Amendment**

In consideration of the payment by Controller to the Processor of £1 (receipt of which is hereby acknowledged), and in consideration of the mutual promises herein, the Agreement is amended as follows with effect from 25 May 2018, this amendment agreement being hereinafter referred to as the "**Amendment**":

In this Amendment the following terms shall have the meanings prescribed below:

* + - * "**Data Protection Legislation**" means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of this Agreement or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, the UK Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law.
      * In this Amendment, the terms "**data processor**", "**personal data**", “**data subject**”, "**processing**" and "**supervisory authority**" shall be as defined in the Data Protection Legislation.
      * "**Data**" shall mean any personal data provided by or on behalf of Controller to the Processor or otherwise collected or obtained by the Processor on behalf of Controller or otherwise in connection with the Agreement.

With effect from 25 May 2018:

* + 1. Controller owns all the rights, title and interest in and to all of the Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Data which it transfers to the Processor up to the point of transfer;

each Party agrees that it will at all times comply with all of its own obligations, and all requirements applicable to it, under the Data Protection Legislation; and

the following processing may be performed by Processor in relation to the Agreement:

*Subject-matter of processing*

the processing of Data by the Processor shall be that which is necessary to comply with the Processor's obligations under the Agreement.

*Duration of processing*

the duration of the processing shall be the term of the Agreement.

*Type of Data*

the Data processed by the Processor shall be as defined above.

*Categories of data subjects*

the data subjects shall be the subjects of the Data as defined above.

the Processor shall:

process the Data only on documented instructions from Controller, including with regard to transfers of Data to a third country or an international organisation, unless:

required to do so by Union or Member State law to which Processor is subject; in such a case, the Processor shall inform Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; or

in its opinion, an instruction given by or on behalf of Controller infringes the Data Protection Legislation, in which instance the Processor shall immediately inform Controller of such opinion.

not process or transfer the Data outside of the European Economic Area (the "**EEA**") (or permit the Data to be so processed or transferred) unless it has obtained Controller's express prior written consent and only where: (i) the recipient of such Data has executed an unamended version of the European Commission-approved "model clauses" for the transfer of data (for the avoidance of doubt, in the event that the UK is no longer a part of the EEA, references in this paragraph to the EEA shall mean the whole territory of the EEA and the UK together) or (ii) such recipient has complied with another approved data transfer mechanism;

ensure that persons authorised to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

take all measures required pursuant to Article 32 of the GDPR;

obtain the express prior written consent of Controller before engaging another processor (a "**sub-processor**") and when engaging a sub-processor, the Processor shall ensure that such sub-processor is engaged by way of a written contract which imposes obligations on such sub-processor which are equivalent to the obligations imposed on the Processor pursuant to this Amendment (whereby any relevant reference to "processor" within the GDPR shall be read as if it were a reference to the "sub-processor") and the Agreement and the Processor shall remain liable to Controller in respect of any breach of this Amendment and/or the Agreement (as applicable) that is caused by an act, error or omission of such sub-processor;

in addition to the measures put in place by Controller, and taking into account the nature of the processing, implement and maintain all appropriate technical and organisational security measures to assist Controller, insofar as possible, in the fulfilment of its obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation;

assist Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Processor;

following the end of the provision of the services, at Controller's option, return to Controller or permanently delete all Data (including copies) in its possession or control, save where required to retain such Data by applicable law;

promptly notify Controller of the loss, compromise or any unauthorised access to, or breach of the security of, any Data of which it becomes aware; and

make available to Controller all information necessary to demonstrate compliance with the obligations laid down in this provision and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller; provided that the Processor shall immediately inform Controller if, in the Processor's opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

* + 1. Notwithstanding any exclusions or limitations of liability set out in the Agreement, the Processor hereby indemnifies and holds Controller and its affiliates harmless from all direct losses arising out of the Processor's breach of any of its data protection obligations under the Agreement and this Amendment and no such exclusions or limitations of liability will apply to this indemnity. Notwithstanding the foregoing, the Processor's liability under this indemnity for any and all fines levied on Controller and its affiliates by any and all supervisory authorities shall be limited to €20,000,000.

**General**

Save as amended by this Amendment, the Agreement shall remain in full force and effect. In the case of any conflict between the Agreement and this Amendment, the terms of this Amendment shall prevail. There are no third party beneficiaries of this Amendment, save that Controller can treat the losses of its group companies as its own (which, for the avoidance of doubt, includes but is not limited to any fines levied on them by any supervisory authority). The governing law of this Amendment is that of the Agreement and any disputes in relation to this Amendment shall be resolved in the same manner required by the Agreement.This Amendment shall survive termination of the Agreement, however arising, where and to the extent that the provisions within this Amendment are of such a nature or are expressed in such a way that they are clearly intended to survive.

For the avoidance of doubt, the Parties each acknowledge and agree that this Amendment is effective and forms a written variation to the Agreement agreed between the parties, notwithstanding any provisions within the Agreement that may prescribe a different format for such variation to the Agreement.

Please confirm your agreement to the above by countersigning the enclosed copy of this letter and returning it to the address above.

Yours sincerely

**SIGNED by Guthrie Denniston on behalf of itself and its affiliates.**

**AGREED and Signed** **by** **Dang Dang Dinh**

Date: