

DESIGNATION OF THE OPAL DATA PROTECTION OFFICER

Opal Labs, Inc., 1060 NW 9th Ave, Portland, OR 97209, USA ("**Opal**") is aware of its obligations in scope of the European General Data Protection Regulation (Regulation (EU) 2016/679, "**GDPR**") to designate a Data Protection Officer in accordance with Art. 37 GDPR for Opal's office in 1060 NW 9th Ave, Portland, OR 97209, USA.

This Designation of the Opal's Data Protection Officer ("**Designation**") is not intended to modify, change and/or alter the obligations and rights arising from and/or in connection with the employment relationship between the designee and Opal. Opal has chosen the designee carefully, in particular taking into account the mandatory requirements arising from the GDPR. Therefore, the designee is a highly skilled privacy professional who is easily accessible to Opal's top management.

1. DESIGNATION

- 1.1 Case Griffiths, IT Specialist ("**Designee**"), is an employee of Opal. Opal and Designee have entered into an employment agreement as of June 20, 2018 (the "**Employment Agreement**").
- 1.2 Opal hereby designates the Designee with effect of May 25, 2018 as the Data Protection Officer of Opal in accordance with Art. 37 GDPR (the "**DPO**").
- 1.3 Designee shall provide the duties of the DPO in accordance with the Employment Agreement and the obligations of a data protection officer as set out in the GDPR.

2. TASKS OF THE DPO

- 2.1 The DPO shall carry out the following tasks with respect to Art. 39 GDPR:
 - (a) The DPO will inform and advise the Opal and its employees who carry out processing of their obligations pursuant to the GDPR and to other applicable data protection provisions of the European Union ("EU") and/or EU member states.

- (b) The DPO will monitor compliance with the GDPR, with other applicable data protection provisions of the European Union ("EU") and/or EU member states and with the policies of Opal in relation to the protection of personal data, including the assignment of responsibilities, awareness-raising and training of staff involved in processing operations, and the related audits.
 - (c) The DPO will provide advice where requested as regards the data protection impact assessment and monitor its performance pursuant to Art. 35 GDPR.
 - (d) The DPO will cooperate with the supervisory authority of Opal respectively of its subsidiaries or any other supervisory authority, if necessary.
 - (e) The DPO will act as the contact point for the supervisory authority on issues relating to processing, including the prior consultation referred to in Art. 36 GDPR, and to consult, where appropriate, with regard to any other matter. Opal shall in this regard communicate to the respective data protection authorities the designation of the Designee as DPO of Opal promptly.
 - (f) The DPO shall maintain his/her expert knowledge of the GDPR, other applicable data protection provisions of the EU and/or EU member states in relation to the protection of personal data for the term of the Designation.
- 2.2 DPO shall in the performance of his/her tasks have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purposes of processing.
- 2.3 DPO shall work with the data protection officer of Opal's office in the European Union. Both shall be in steady contact on issues related to the protection of personal data within the Opal in order to fulfill their respective tasks.

3. POSITION OF THE DPO

- 3.1 Opal shall ensure that the DPO is actively involved, properly and in a timely manner, in all issues which relate to the protection of personal data by Opal.
- 3.2 The DPO reports in accordance with the requirements set out in Art. 38 para.°3 sentence 3 GDPR directly to the top management of Opal, namely Steve Giannini, President.

- 3.3 Data subjects may contact the DPO with regard to all issues related to processing of their personal data and to the exercise of their rights under the GDPR. Opal shall in this regard provide to the DPO distinct contact details, in particular a distinct e-mail address. Opal shall take care to publish the contact details of the DPO in accordance with the GDPR requirements.
- 3.4 Opal will support the DPO in accordance with Art. 38 para.°2 GDPR by providing resources, including appropriate access rights to personal data and processing operations, in accordance with the requirements of the DPO to perform the tasks set out in Sect. 2.
- 3.5 Opal will ensure in accordance with Art. 38 para.°3 sentence 1 GDPR that the DPO does not receive any instructions regarding the exercise of his/her tasks with respect to Sect. 2. The Designee shall in accordance with Art. 38 para.°3 sentence 2 GDPR not be dismissed and/or penalized by Opal for performing the tasks as DPO with respect to Sec. 2.
- 3.6 Opal will ensure in accordance with Art. 38 para.°6 GDPR that any tasks and duties performed by the Designee, including the tasks and duties performed as the DPO, do not result in a conflict of interests with the tasks set out in Sec. 2 or any other tasks and/or obligations of the DPO. Opal will furthermore ensure that the Designee's obligations arising from the Employment Agreement shall not interfere with the obligations as DPO, including but not limited to instructions comprising the allocation of workforce and/or time and/or other resources of the Designee contrary to his/her obligations as DPO in scope of the Designation and/or the GDPR.

4. SECRECY, NON-DISCLOSURE

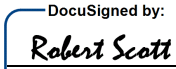
- 4.1 During performance of his/her tasks as DPO, the DPO may receive confidential information, including but not limited to information relating to data subjects. The DPO is obliged as set out in Art. 38 para.°5 GDPR not to disclose any such information and keep the information secret, and shall disclose such information also within Opal, towards data subjects and/or data protection authorities on a strict need-to-know basis to fulfill his/her obligations as DPO in scope of the GDPR.
- 4.2 The DPO is aware that a breach of the obligation to secrecy and non-disclosure might be penalized under applicable laws.
- 4.3 The obligation to secrecy and non-disclosure shall survive the term of the Designation.

5. TERM, TERMINATION

5.1 Maintaining the Employment Agreement shall be a condition subsequent for this Designation.

5.2 Termination of this Designation shall have no effect on the Employment Agreement.


On behalf of Opal:

Signature: 
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Position: Vice President of Operations

Date: September 12, 2018

I, the Designee, have taken notice of the Designation:

Signature: 
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Date: September 13, 2018