

PERSONAL DATA PROCESSING AUTHORISATION AGREEMENT for CRYPTON NETWORK Marketers

Preamble

- A. CRYPTON NETWORK OÜ, with its registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, Estonia, registration code 14314541 (hereinafter referred to as "**CN**"), operates a marketing programme to promote and distribute WEXO tokens issued by Crypton Technologies Ltd., including by means of third parties. In order to use the above marketing programme, CN and the Marketer (hereinafter collectively referred to as the "**Contracting Parties**") have entered into a Marketer agreement (hereinafter referred to as the "**Agreement**").
- B. The Contracting Parties are aware that in carrying out the activities of a Marketer under the Agreement, the personal data of the data subjects are also processed by the Marketer as an intermediary on behalf of CN as a controller under the relevant provisions of Article 4 of 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 (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**").
- C. With regard to the above-mentioned, by concluding the Agreement the Contracting Parties also conclude the Personal Data Processing Authorisation Agreement pursuant to Article 28 of the Regulation (hereinafter referred to as the "**Intermediation Contract**") and declare that, unless otherwise agreed between the Contracting Parties in an individual case, the contractual relationship between the Marketer and CN is governed pursuant to the Agreement on the Processing of Personal Data by the wording of the Intermediation Contract. To the same extent, the Intermediation Contract also applies to all situations where, during the processing of personal data within the marketing programme, CN acts as an intermediary pursuant to Point 7 of Article 4 of the Regulation and the Marketer in the position of another intermediary according to Article 28 of the Regulation.

1. Subject of the Intermediation Contract

- 1.1 CN hereby authorises the Marketer to process personal data on behalf of CN, which takes place in the performance of the Agreement under the following terms and conditions:
- (a) **the subject and purpose of personal data processing** – the Marketer processes the personal data of the data subjects in the fulfilment of duties and the exercise of rights as a Marketer, which are the subject of the Agreement, exclusively for the processing purposes necessary for the performance of the Marketer's activities under the Agreement, i.e. **for the purposes that are directly related to the acquisition of new clients and new Marketers for CN, taking care of the existing clients and Marketers of CN, and the exercise of control over the amount of the Marketer's commission according to the Agreement, which depends on the size of the Affiliate network of the Marketer.**
 - (b) **processing time** – the Marketer is entitled to process personal data on behalf of CN during the duration of the Agreement. The termination of the Agreement also terminates the authorisation granted to the Marketer to process personal data under this point of the Intermediation Contract as a whole, unless otherwise provided below. The termination of the authorisation shall not affect the duties of the Marketer or another intermediary (if he/she is involved in the processing of personal data under the Intermediation Contract), which the Marketer and/or another intermediary is obliged to perform after the termination of the Intermediation Contract;
 - (c) **the type of personal data** – common personal data, in particular: contact details – residential address, email address and telephone number and title, name, surname and other designation given by the data subjects on the CN website;
 - (d) **the categories of data subjects** – CN clients (registered users of the crypton.digital portal), potential clients, CN partners – other Marketers.
 - (e) **the nature of personal data processing** – the Marketer performs the processing of personal data by automated and non-automated means, according to the instructions of CN in the performance of the activities of the Agreement and the Intermediation Contract.
- 1.2 In the fulfilment of their duties related to the processing of personal data arising from this Intermediation Contract, the Contracting Parties are obliged to comply with the provisions of the Regulation and other Regulations on the Protection of Personal Data (hereinafter collectively referred to as the "**Regulations on the Protection of Personal Data**").
- 1.3 The Marketer processes personal data only on the basis of documented instructions, if they comply with the Regulations on the Protection of Personal Data (hereinafter referred to as the "**Instructions**") and the Intermediation Contract. The Instructions given by CN when concluding the Intermediation Contract shall be deemed to be the relevant provisions of the Agreement governing the Marketer's duties in carrying out the activities under the Agreement.
- 1.4 The Marketer is obliged to maintain confidentiality about the processing of personal data and about personal data that he/she processes on behalf of CN, while this duty continues even after the end of the processing of personal data, or after the termination of the Intermediation Contract. The Marketer shall ensure that access to the personal data processed is granted only to the persons who necessarily need access to the personal data in order to fulfil the Marketer's duties for which they have been authorised (if any, e.g. the Marketer's employees as authorised persons under Article 32(4) of the Regulation) or for the performance of the Intermediation Contract. The Marketer shall oblige the persons authorised to process personal data to maintain the confidentiality of the processing of personal data, and personal data which they process on behalf of CN, even after the end of their authorisation.

- 1.5 The Marketer is obliged to inform/notify CN, taking into account the nature of the processing and the information available to the Marketer:
- (a) if, in his/her opinion, a certain CN instruction violates the provisions of the Regulations on the Protection of Personal Data, but always no later than within 3 days from the day when he/she became aware of a possible violation of the Regulations on the Protection of Personal Data,
 - (b) if a security incident occurs on the part of the Marketer and/or another intermediary that leads to the accidental or illegal destruction, loss, alteration, unauthorised disclosure of personal data or unauthorised access to personal data (hereinafter referred to as the "**Breach of Personal Data Protection**"), without undue delay after he/she learned about the Breach of Personal Data Protection.
- 1.6 The Marketer is entitled to transfer personal data within the European Union. The Marketer is entitled to transfer personal data to a state that is not a member state of the European Union (hereinafter referred to as the "**Third Country**") or an international organisation only with the prior written (including electronic) consent of CN.
- 1.7 The Marketer shall, taking into account the latest knowledge, the costs of implementing the measures and the nature, scope, context and purposes of the processing, as well as the risks with varying probabilities and severity for the rights and freedoms of individuals within the meaning of Article 32 of the Regulation, adopt the following minimum technical and organisational measures to ensure the level of security in the processing of personal data commensurate with this risk:
- (a) the introduction of measures to prevent access by unauthorised persons to the information systems in which personal data are processed on behalf of CN, by means of a system of passwords and access rights,
 - (b) the introduction of measures to ensure that personal data cannot be wrongfully read or observed during their transmission or processing on display units or other technical devices or documents processed in paper form,
 - (c) the introduction of mechanical security means (lockable doors, separate office, lockers and storage spaces) to ensure the adequate level of protection of paper carriers of personal data and software security means (firewall, antivirus program, the use of secure network, the updates of used software programs at regular intervals and other similar means of network security) to ensure the adequate level of protection of personal data processed in electronic form,
 - (d) in the case of communication, through which personal data are transmitted or exchanged, the use of secure communication channels enabling the encryption of the personal data transmitted (e.g. encryption – compression of an email message attachment).
- 1.8 The Marketer acknowledges that throughout the period of validity and effectiveness of the Intermediation Contract, he/she is obliged to ensure the adequate level of security of the personal data processed and he/she is responsible for achieving this level.
- 1.9 The Marketer is entitled to involve another intermediary in the processing of personal data only on the basis of the prior written or electronic consent of CN. In the event that the Marketer is interested in involving another intermediary in the processing of personal data, or if he/she wants to change another intermediary during the duration of the Intermediation Contract, he/she is obliged to inform CN about this fact in advance. If CN does not express its opinion within 5 working days of the notification of the Marketer's intention to involve another intermediary in the processing of personal data, or to change the already involved other intermediary pursuant to this point of the business terms and conditions, it is understood that CN has no objection to the involvement of another intermediary and has granted its consent to involve him/her in the processing pursuant to the Intermediation Contract.
- 1.10 After the termination of the Intermediation Contract and after the termination of the processing of personal data on behalf of CN, the Marketer shall be obliged to delete (destroy) all personal data that he/she processed on behalf of CN, as well as all the existing copies, unless the applicable laws or the Regulations on the Protection of Personal Data require the retention of such personal data. The Marketer shall issue a confirmation of the deletion (destruction) of personal data of CN after the termination of the Agreement in accordance with the previous sentence, without undue delay, after the termination of the Intermediation Contract and after the deletion (destruction) of personal data. Furthermore, the Marketer is obliged to keep and continuously update the records on processing activities pursuant to Article 30 of the Regulation, if the terms and conditions of the said Article of the Regulation are met.
- 1.11 The Marketer shall allow CN to inspect the processing of personal data on behalf of CN pursuant to the Intermediation Contract in order to verify whether the Marketer is fulfilling his/her duties in the field of personal data protection arising from the Intermediation Contract under the following terms and conditions:
- (a) the inspection shall be performed by CN or other person authorised by it, while CN is obliged to inform the Marketer about the inspection of the processing of personal data at least 2 working days in advance,
 - (b) the inspection within the meaning of the preceding paragraph of this point of this Article of the Agreement may be carried out only for the duration of this Intermediation Contract.
- 1.12 In the event that the Marketer breaches his/her duties as an intermediary in the processing of personal data on behalf of CN stipulated by the Intermediation Contract or the Regulations on the Protection of Personal Data, he/she shall be liable to CN for damages resulting from the breach of these duties. The scope of liability also applies to damage caused to third parties and to sanctions imposed on CN by the competent public authorities as a result of the breach of the Regulation or other Regulations on the Protection of Personal Data.

1.13 If any provision of the Intermediation Contract is wholly or partially ineffective or unenforceable, that fact shall not affect the effectiveness or enforceability of the other provisions.