

Annex 3 to the Construction Contract

NON-DISCLOSURE CLAUSES IN PERSONAL DATA EXCHANGE

Personal data exchange

This Annex (the "Annex") forms an integral part of a construction contract dated (the "Contract") concluded between:

Inter Expo Center EOOD, UIC 121122275, with registered office and address at : 1784 Sofia, 147 Tsarigradsko Shosse Blvd., represented by Ivaylo Ivanov, Managing Director

and

....., UIC

Each party to this Annex shall be referred to as the "Administrator" or the "Party" and together hereinafter referred to as "Joint Administrators" or "Parties".

This Annex reflects the contractual arrangements reached between the Parties for the purpose of facilitating the exchange of personal data between them. The Annex contains information about the purposes for which personal data can be processed.

The terms used in this Annex shall have the meaning shall have the meanings assigned to them herewith.

1. Definitions

1.1 The terms specified in this Annex have the following meanings:

1.1.1. "Applicable law" means the applicable European Union and Republic of Bulgaria legislation on the protection of personal data;

1.1.2. "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) published in the Official Journal of the European Union on 4 May 2016;

1.1.3. "Agreed objectives" means the purposes for the processing of personal data set out in this Annex;

1.1.4. "A Person Disclosing Personal Data" means the party to this Agreement who discloses personal data to the Recipient of Personal Data;

1.1.5. "Recipient of personal data" means the party that receives personal data from the Person disclosing Personal Data;

1.1.6. "Shared Personal Data" means the personal data that the Parties share under this Contract and observing the terms and conditions of this Annex;

1.1.7. The terms "Administrator", "Personal Data Subject", "Personal Data", "Personal Data

Security Breach", "Processing", "Special Categories of Personal Data" and "Controller" shall have the same meaning as in the GDPR and the applicable national legislation.

2. Agreed objectives

2.1. The sharing of personal data between Joint Administrators in pursuance of the contractual objectives aims at:

2.1.1. delivery of the services described in the Contract;

2.1.2. supporting efficient and effective communication between the Parties;

2.1.3. ensuring the efficient and effective management and planning of the activities carried out under the Contract;

2.1.4. guaranteeing compliance with all legal obligations applicable to either Party;

2.2. The parties agree that they shall not process Shared Personal Data in a way that is inconsistent with the Contractual Purposes.

3. Shared personal data

3.1. The parties shall jointly process the personal data of the following categories of data subjects: employees of Inter Expo Center Ltd

3.2. For the purposes specified in paragraph 2 of this Annex, the Parties may share with each other the following types of personal data:

- Name: Full name

- Identifier: Personal Number, Identity Card number, Company Number;

- Contacts: E-mail, address and phone number;

- Information about persons employed by the two personal data administrators;

- Information about specific qualification of persons;

4. Fairly and lawfully processing

4.1. For the purposes specified in paragraph 2 of this Annex, each Party shall ensure that it processes the shared personal data fairly and lawfully.

4.2. For the purposes specified in paragraph 2 of this Annex, each Party shall ensure that it processes the shared personal data on the basis of an appropriate legal basis.

4.3. The Parties undertake to provide sufficient information to the data subjects about Shared Personal Data, the circumstances in which they may be shared with the other Party, the data exchange objectives and the names of the organizations with which the data are shared, or a description of the categories of data recipients.

5. Data Quality

5.1. The Person disclosing personal data ensures that the Shared Personal Data is accurate and complies with the requirements of the data protection legislation.

5.2. When a Party becomes aware of inaccuracies in the Shared Personal Data, it shall notify the other Party thereof.

5.3. Processing of Shared Personal Data should be limited to the personal data described in paragraph 3.1. and 3.2. of this Annex.

6. Rights of data subjects

6.1. Data subjects have the right to obtain information about the processing of their personal data by submitting a request for access. Data subjects may also request rectification, erasure, restriction or blocking of their personal data. Data subjects may also benefit from their rights regarding data portability, right to object and rights related to automated decision making, including profiling, under the GDPR.

6.2. The parties agree that the processing of requests for the exercise of the data subjects' rights is the responsibility of the Party that have received the request.

6.3. The parties ensure that they will provide assistance to the other Party (within 30 days) in order to be able to respond fully and in a timely manner to requests for the exercise of the data subjects' rights as well as to other inquiries and complaints concerning the processing of personal data.

7. Data storage period and erasure period

7.1. The Personal Data Recipient shall not store or process Shared Personal Data longer than is necessary to achieve the purposes specified in paragraph 2 of this Annex.

7.2. Notwithstanding paragraph 7.1. the Parties shall continue to store the Shared Personal Data if they are subject to storage periods as defined by an act or by a professional obligation.

7.3. The Recipient of Personal Data undertakes to return all Shared Personal Data to the Person Disclosing Personal Data in the following circumstances:

7.3.1. upon termination of this Annex or contract ... for any reason;

7.3.2. after the processing of the shared personal data is no longer necessary for the purposes for which it was originally shared, as specified in paragraph 2 of this Annex.

7.4. If the data cannot be returned as prescribed in paragraph 7.3. of this Annex or upon explicit agreement between the Parties, the Recipient shall erase the Shared Personal Data.

8. Disclosure of Shared Personal Data

8.1. For the purposes of this paragraph, disclosure of Shared Personal Information means any sharing of personal data by the Recipient with a third party located within or outside the European Union (EU) or the European Economic Area (EEA). Disclosure of personal data includes, but is not limited to, the following:

8.1.1. Sharing Shared Personal Information with any third party

8.1.2. Storage of Shared Personal Data on Servers;

8.1.3. commissioning the processing of Shared Personal Data to subcontractors;

8.1.4. granting access to Shared Personal Data to third parties.

8.2. The recipient of personal data undertakes not to disclose Shared Personal Data to a third party without the express written permission of the other party.

8.3. Where an explicit written authorization is provided under paragraph 8.2. above, the Recipient of Personal Data shall not disclose or transfer Shared Personal Data outside the EU without ensuring that adequate and equivalent protection of Shared Personal Data is provided.

9. Security and training

9.1. The Person disclosing personal data is responsible for the security of transferring all Shared Personal Data when transmitting the data to the Personal Data Recipient, using appropriate technical means for that purpose.

9.2. The Parties agree to apply appropriate technical and organizational measures to protect Shared Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including but not limited to:

9.2.1. ensuring that technical equipment, including portable equipment, is kept in a locked location when unattended;

9.2.2. prohibition against leaving portable equipment containing personal data without control;

9.2.3. ensuring that Administrator personnel will use appropriate and secure passwords to access systems or databases containing Shared Personal Data;

9.2.4. limiting the access to relevant databases and systems to the responsible employees and subcontractors whose work is subject to such access, and ensuring that passwords are regularly changed and updated;

9.2.5. performing regular threat assessments or ingress protection tests;

9.2.6. ensuring that all the personnel working with personal data is aware of their responsibilities with regard to data processing;

9.2.7. allowing inspections and assessments by the other Party in respect of security precautions and providing evidence of such measures, if so requested.

10. Data security breaches and reporting procedures

10.1. Each Party undertakes to notify the other Party as soon as possible of any potential or actual loss of Shared Personal Data and in any event of identifying potential or actual loss, by providing the information necessary to assess what action is required with a view to applicable legislation.

10.2. Paragraph 10.1. of this section shall also apply to any security breaches that may compromise the security of the Shared Personal Data.

10.3. The Parties agree to provide the necessary assistance to the other Party in order to facilitate the handling of any breaches of personal data security in an efficient and lawful manner.

11. Dispute resolution with data subjects or data protection authorities

11.1. In the event of a dispute or claim brought by a data subject or a data protection authority concerning the processing of Shared Personal Data against one or both Parties, the Parties undertake to inform each other of any such disputes or claims and to cooperate.

11.2. The parties agree to participate in publicly available and non-binding mediation procedures initiated by a data subject or a data protection authority. The parties may participate in the relevant remote procedure (eg by telephone or electronic means). The parties agree to consider their participation in arbitration or other dispute resolution procedures for the protection of personal data.

12. Compliance with applicable laws

12.1. Each Party under this Annex undertakes to:

12.1.1. process the Shared Personal Data in accordance with all applicable laws, regulations, ordinances, decrees, standards and other similar instruments that apply to the processing of personal data.

12.1.2. respond within a reasonable time and, as far as possible, consult the relevant data protection authority in relation to Shared Personal Data.

12.1.3. undertake all necessary steps to ensure compliance with the security measures referred to in paragraph 9 above.

12.2. The Person disclosing personal data shall ensure that the shared personal data are accurate.

13. Other clauses

13.1. This agreement between Inter Expo Center Ltd and shall be signed in duplicate and each party shall receive one copy. The Annex is an integral part of the Agreement and enters into force from the date specified below.

For Inter Expo Center Ltd

Name: Ivaylo Ivanov

Position: Man. Director

For

Name:

Position: