MEDESK LIMITED

DATA PROCESSING SCHEDULE

(Revision May 2018)

European Union General Data Protection Regulation (Regulation (EU) 2016/679) Data Processing Schedule Covering Article 28 GDPR (Processor Terms) and Incorporating Standard Contractual Clauses for Controller to Processor Transfers of Personal Data from the EEA to a Third Country

This Data Processing Schedule ("Schedule") forms part of the Terms of Service ("Agreement") between Medesk Limited (registered number 10118056)("Medesk") acting on its own behalf and as agent for each Affiliate and (ii) you ("Company") acting on its own behalf and as agent for each Company Affiliate.

The terms used in this Schedule shall have the meanings set forth in this Schedule. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as a Schedule to the Agreement. Except where the context requires otherwise, references in this Schedule to the Agreement are to the Agreement as amended by, and including, this Schedule.

Medesk has a direct email for all privacy related issues and can be reached at privacy@medesk.co.uk

1. Definitions

1.1 In this Schedule, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 **"Applicable Laws"** means (a) European Union or Member State laws with respect to any Company Personal Data in respect to which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect to which any Company Group Member is subject to any other Data Protection Laws;

1.1.2 **"Company Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.3 **"Company Group Member"** means Company or any Company Affiliate;

1.1.4 **"Company Personal Data"** means any Personal Data Processed by a Contracted Processor on behalf of a Company Group Member including any Personal Data of Company Group Member customers pursuant to or in connection with the Agreement;

1.1.5 **"Contracted Processor"** means Medesk or a Sub-processor;

1.1.6 **"Data Protection Laws"** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country; This drafting is intended to include laws replacing the GDPR in the UK after Brexit.

1.1.7 **"EEA"** means the European Economic Area;

1.1.8 **"EU Data Protection Laws"** means EU Directive 95/46/EC, as transposed into domestic

legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.9 **"GDPR"** means EU General Data Protection Regulation 2016/679;

1.1.10 **"Restricted Transfer"** means:

1.1.10.1 a transfer of Company Personal Data from any Company Group Member to a Contracted Processor; or

1.1.10.2 an onward transfer of Company Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 12 below.

For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Schedule intend that transfers of Personal Data from the UK to the EEA or from the EEA to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by Data Protection Laws of the UK or EU Data Protection Laws (as the case may be) in the absence of the Standard Contractual Clauses to be established under section 12; and (b) where a transfer of Personal Data is of a type authorised by Data Protection Laws in the exporting country, for example in the case of transfers from within the European Union to a country (such as Switzerland) or scheme (such as the US Privacy Shield) which is approved by the Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer;

1.1.11 **"Services"** means the services and other activities to be supplied to or carried out by or on behalf of Medesk for Company Group Members pursuant to the Agreement;

1.1.12 **"Standard Contractual Clauses"** means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under section 13.4;

1.1.13 **"Sub-processor"** means any person (including any third party and any Medesk Affiliate, but excluding an employee of Medesk or any of its sub-contractors) appointed by or on behalf of Medesk or any Medesk Affiliate to Process Personal Data on behalf of any Company Group Member in connection with the Agreement; and

1.1.14 **"Medesk Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Medesk, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word **"include"** shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

Medesk warrants Medesk's entry into this Schedule has been duly and effectively authorised.

3. Processing of Company Personal Data

3.1 Medesk and each Medesk Affiliate shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

3.1.2 not Process Company Personal Data other than on the relevant Company Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Medesk or the relevant Medesk Affiliate shall to the extent permitted by Applicable Laws inform the relevant Company Group Member of that legal requirement before the relevant Processing of that Personal Data.

3.2 Each Company Group Member:

3.2.1 instructs Medesk and each Medesk Affiliate (and authorises Medesk and each Medesk Affiliate to instruct each Sub-processor) to:

3.2.1.1 Process Company Personal Data; and

3.2.1.2 in particular, transfer Company Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Agreement; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Company Affiliate.

3.3 Annex 1 to this Schedule sets out certain information regarding the Contracted Processors' Processing of the Company Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Medesk may make reasonable amendments to Annex 1 by written notice to Company via Medesk's website from time to time as Medesk reasonably considers necessary to meet those requirements.

4. Medesk and Medesk Affiliate Personnel

Medesk and each Medesk Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Medesk and each Medesk Affiliate shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2 In assessing the appropriate level of security, Medesk and each Medesk Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. Sub-processing

6.1 Each Company Group Member authorises Medesk and each Medesk Affiliate to appoint (and

permit each Sub-processor appointed in accordance with this section 6 to appoint) Sub-processors in accordance with this section 6 and any restrictions in the Agreement.

6.2 Medesk and each Medesk Affiliate may continue to use those Sub-processors already engaged by Medesk or any Medesk Affiliate as at the date of this Schedule, subject to Medesk and each Medesk Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4.

6.3 Medesk shall give Company prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within 5 days of receipt of that notice, Company notifies Medesk in writing of any objections (on reasonable grounds) to the proposed appointment:

Neither Medesk nor any Medesk Affiliate shall appoint (or disclose any Company Personal Data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by any Company Group Member and Company has been provided with a reasonable written explanation of the steps taken.

6.3.1 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Medesk, or (b) the relevant Medesk Affiliate, or (c) the relevant intermediate Sub-processor; and on the other hand the Sub-processor; and

6.3.2 provide to Company for review such copies of the Contracted Processors' agreements with Sub-processors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Schedule) as Company may request from time to time.

6.4 Medesk and each Medesk Affiliate shall ensure that each Sub-processor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Company Personal Data carried out by that Sub-processor, as if it were party to this Schedule in place of Medesk.

7. Data Subject Rights

7.1 Taking into account the nature of the Processing, Medesk and each Medesk Affiliate shall assist each Company Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company Group Members' obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 Medesk shall:

7.2.1 promptly notify Company if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Company or the relevant Company Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Medesk shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

8. Personal Data Breach

8.1 Medesk shall notify Company without undue delay upon Medesk or any Sub-processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow each Company Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 Medesk shall cooperate with Company and each Company Group Member and take such

reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

Medesk and each Medesk Affiliate shall provide reasonable assistance to each Company Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required of any Company Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of Company Personal Data

10.1 Subject to sections 10.2 and 10.3 Medesk and each Medesk Affiliate shall promptly and in any event within 15 days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), permanently delete and procure the deletion of all copies of those Company Personal Data.

10.2 Subject to section 10.3, Company may in its absolute discretion by written notice to Medesk within 5 days of the Cessation Date require Medesk and each Medesk Affiliate to (a) return a complete copy of all Company Personal Data to Company by secure file transfer in such format as is reasonably notified by Company to Medesk; and (b) delete and procure the deletion of all other copies of Company Personal Data Processed by any Contracted Processor. Medesk and each Medesk Affiliate shall comply with any such written request within 10 days of the Cessation Date.

10.3 Each Contracted Processor may retain Company Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Medesk and each Medesk Affiliate shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

10.4 Medesk shall provide written certification to Company that it and each Medesk Affiliate has fully complied with this section 10.

11. Audit rights

11.1 Subject to sections 11.2 and 11.3 Medesk and each Medesk Affiliate shall make available to each Company Group Member on request all information necessary to demonstrate compliance with this Schedule, and shall allow for and contribute to audits, including inspections, by any Company Group Member or an auditor mandated by any Company Group Member in relation to the Processing of the Company Personal Data by the Contracted Processors.

11.2 Information and audit rights of the Company Group Members only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

11.3 Company or the relevant Company Affiliate undertaking an audit shall give Medesk or the relevant Medesk Affiliate reasonable notice (being no less than 14 days) of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for

the purposes of such an audit or inspection:

11.3.1 to any individual unless he or she produces reasonable evidence of identity and authority;

11.3.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Company or the relevant Company Affiliate undertaking an audit has given notice to Medesk or the relevant Medesk Affiliate that this is the case before attendance outside those hours begins; or

11.3.3 for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:

11.3.3.1 Company or the relevant Company Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Medesk's or the relevant Medesk Affiliate's compliance with this Schedule; or

11.3.3.2 A Company Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Company or the relevant Company Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Medesk or the relevant Medesk Affiliate of the audit or inspection.

12. Restricted Transfers

12.1 Subject to section 12.3, each Company Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Company Group Member to that Contracted Processor.

12.2 The Standard Contractual Clauses shall come into effect under section 12.1 on the commencement of the relevant Restricted Transfer.

12.3 Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

13. General Terms

Governing law and jurisdiction

13.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

13.1.1 the parties to this Schedule hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this Schedule, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2 this Schedule and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.

Order of precedence

13.2 Nothing in this Schedule reduces Medesk's or any Medesk Affiliate's obligations under the Agreement in relation to the protection of Personal Data or permits Medesk or any Medesk

Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this Schedule and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3 Subject to section 13.2, with regard to the subject matter of this Schedule, in the event of inconsistencies between the provisions of this Schedule and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Schedule, the provisions of this Schedule shall prevail.

Changes in Data Protection Laws, etc.

13.4 Medesk may by at least 30 (thirty) calendar days' written notice to Company from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law.

Severance

13.5 Should any provision of this Schedule be invalid or unenforceable, then the remainder of this Schedule shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

The subject matter and duration of the Processing of the Company Personal Data are set out in the Agreement and this Schedule.

The nature and purpose of the Processing of Company Personal Data

To collect, store and process data inputted into platform in order to provide services

The types of Company Personal Data to be Processed

names; contact details, including email address, mailing address, street address and/or telephone number; age and/or date of birth; demographic information, such as postcode; and any other personal information provided by Company.

The categories of Data Subject to whom the Company Personal Data relates

Users of the Medesk Software as a service and Company customers

The obligations and rights of Company and Company Affiliates

The obligations and rights of Company and Company Affiliates are set out in the Agreement and this Schedule.

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

These Clauses are deemed to be amended from time to time, to the extent that they relate to a Restricted Transfer which is subject to the Data Protection Laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Data Protection Laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission under EU Directive 95/46/EC or the GDPR (in the case of the Data Protection Laws of the European Union or a Member State); or (ii) by an equivalent competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law (otherwise).

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing schedule ("DPS") with the data importer. Pursuant to the terms of the DPS, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data, 'special categories of data, 'process/processing, 'controller, 'processor, 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses.

(d) 'the Sub-processor' means any processor engaged by the data importer or by any other Sub-processor of the data importer who agrees to receive from the data importer or from any other Sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental

rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the jurisdiction in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. To the extent permitted by the laws of England and Wales, the data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the jurisdiction where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) not used;

(e) that it will ensure compliance with the security measures; (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection.

(g) to forward any notification received from the data importer or any Sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the

exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a Sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(d).(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(d).(ii) any accidental or unauthorised access, and

(d).(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the Sub-processor will be carried out in accordance with Clause 11.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or Sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the jurisdiction in which the data exporter is established. 2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any Sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any Sub-processor preventing the conduct of an audit of the data importer, or any Sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of jurisdiction in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties

from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer may subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. The current list of Sub-processors the data importer uses are listed on the data importer's website. The data importer shall inform the data exporter of any intended changes concerning the addition or replacement of other processors by updating the list of Sub-processors on its website. Where the data importer subcontracts its obligations under the Clauses, it shall do so only by way of a written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on the data importer under the Clauses. Where the Sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the Sub-processor's obligations under such agreement.

2. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the jurisdiction in which the data exporter is established.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the Sub-processor shall, at the choice of the data importer, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the Sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clause 5(c):

Please contact us for detailed information on organisational and technical security.

The following parties hereby agree:

Medesk Limited

Signature: _____

Name: Vladimir Kovalskii

Title: Managing Director

Date: 25th May 2018

Legal Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____