

Data Processing Agreement

(Last updated: 5 December 2025)

This Data Processing Agreement (“**Agreement**“) forms part of the Contract for Services (“Principal Agreement“) between **Fox Manager Soft Ltd** (the “**Data Processor**“) and **Customer** for the purchase of online services or apps (“**Services**“) from Fox Manager Soft Ltd (together as the “**Parties**“)

WHEREAS

(A) The Customer acts as a Data Controller.

(B) The Customer wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Annexes;

1.1.2 “Customer Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “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means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “GDPR” means EU General Data Protection Regulation 2016/679;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of Customer Personal Data from the Customer to a Contracted Processor; or

1.1.8.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Subcontracted 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);

1.1.9 “Services” means all services and/or apps provided by Fox Manager Soft Ltd listed on fox24.app website and all subdomains.

1.1.10 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the Agreement.

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.

2. Processing of Customer Personal Data

2.1. Customer’s Processing of Personal Data. Customer as Controller or Processor shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations, including any applicable requirement to provide notice to Data Subjects of the use of Fox Manager Soft Ltd as Processor (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws and Regulations.

2.2. Fox Manager Soft Ltd’s Processing of Personal Data. Fox Manager Soft Ltd shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable ordered services; (ii) Processing initiated by Customer (or Customer assigned users) in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.3. Details of the Processing. The subject-matter of Processing of Personal Data by Fox Manager Soft Ltd is the performance of the Services pursuant to the Agreement. Fox

Manager Soft Ltd will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services. Fox Manager Soft Ltd will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services. Fox Manager Soft Ltd will not materially decrease the overall security of the Services during a subscription term.

2.4. Customer Instructions. Fox Manager Soft Ltd shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if Fox Manager Soft Ltd is unable to follow Customer's instructions for the Processing of Personal Data.

3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Principal 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.

4. Security

4.1 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, Processor shall in relation to the Customer 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.

4.2 In assessing the appropriate level of security, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 Customer authorises Data Processor to engage third party Processors ("Subprocessor(s)") to process the Customer Personal Data provided that:

Data Processor provides reasonable prior notice at least 30 days before the proposed addition or replacement of any Subprocessor by posting details at **Annex 1** of this Agreement at official website fox24.app. Customer may notify Data Processor, at support@fox24.app, describing its objection to specific Subprocessor within 10 days of addition or replacement. Upon receipt of such objection, if Data Processor is reasonably able to provide the Service to the Customer in accordance with the Agreement without using the objected Subprocessor and decides in its discretion to do so, then Customer will have no further rights under this provision in respect of the proposed use of the

Subprocessor. If Data Processor, in its sole discretion, requires use of the Subprocessor and is unable to satisfy Customer's objection regarding the proposed use of the new or replacement Subprocessor, then Customer may terminate the applicable Service effective upon the date Data Processor begins use of such new or replacement Subprocessor solely with respect to the Service(s) that will use the proposed new Subprocessors for the processing of Customer Personal Data. Data Processor will refund Customer any prepaid fees covering the remainder of the term of such Service following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist the Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

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

7. Personal Data Breach

7.1 Processor shall notify Customer without undue delay upon Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 Processor shall co-operate with the Customer and take reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation Processor shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required 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 Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Customer Personal Data

9.1 Subject to this section 9 Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Customer Personal Data (the “Cessation Date”), delete and procure the deletion of all copies of those Customer Personal Data.

10. Audit rights

10.1 Subject to this section 10, Processor shall make available to the Customer on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors.

10.2 Information and audit rights of the Customer only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Customer. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of Bulgaria.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Bulgaria.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Complete the information in the signature box and sign on page.

*Send the signed Agreement to **Fox Manager Soft Ltd** by email to support@fox24.app indicating, if applicable, the Customer's Account ID (invoice # or your account login Email).*

Signature _____

Name: _____

Title: _____

Date Signed: _____

Fox Manager Soft Ltd

Signature  _____

Name Dmytro Petrov

Title Director

Date Signed 05.12.2025

Last updated: 5 December 2025

Annex 1. List of subprocessors (last updated: 5 December 2025)

Name	Description of Processing	Location
1. VULTR (a registered trademark of The Constant Company, LLC.)	Hosting provider	EU (currently using datacenter in Warsaw PL)