

Data Processing Agreement

This Data Processing Agreement (hereinafter “DPA”) is concluded between the following parties:

- 1) [name of the Controller], registry code [...], address [...], (hereinafter “Controller”), represented [on the basis of ... by / by Management Board Member] [Name], as the Controller

and

- 2) Zone Media OY, business code 195211-9, address c/o SPACES. Bulevardi 21, 00180 Helsinki, Finland (hereinafter “Processor”), represented by Management Board Member Ardi Jürgens, as the Processor,

hereinafter jointly as “Parties” and separately as “Party” or as designated above.

The DPA is concluded in addition to the provision of services contract concluded between the Parties in the Zone Media Terms of Service (hereinafter “Agreement”).

At the moment of the conclusion of the DPA, the following Annexes are attached to the DPA:

Annex 1 – Personal Data Processed by the Processor

Annex 2 – List of Sub-processors

Annex 3 - Technical and organisational safeguards of the Processor.

The Parties have agreed as follows:

1. OBJECT OF AGREEMENT

- 1.1 Objective. The objective of this DPA is to ensure the legitimate and purposeful processing of Personal data in adherence to the EU General Data Protection Regulation (2016/679) (hereinafter “GDPR”) and Personal data protection rules prescribed by national legislation in Finland.
- 1.2 Agreement. Before commencing with the processing of Personal data, this DPA is concluded and signed between the Parties, and it includes the confirmations of the Parties concerning Personal data processing requirements provided in the DPA.
- 1.3 Relationship Between the Controller and the Processor. In providing its services under the Agreement, the Processor acts as the processor of Personal data. The Controller acts as a controller of Personal data.

2. DEFINITIONS

- 2.1 Unless otherwise specified, definitions are used in the meaning provided for them in the GDPR. For convenience, the most used terms are listed below.
- 2.2 “Data Subject” means an identified or directly or indirectly identifiable natural person whose Personal data is processed by the Parties within the framework of the DPA and the Agreement.
- 2.3 “Personal data” means any information relating to the Data Subject. Personal data processed by the Processor within the framework of this DPA is more precisely defined in Annex 1 to this DPA.

- 2.4 “Sub-processor” means a processor authorized by the Processor.
- 2.5 “Infrastructure of the Processor” means the premises, network, network equipment, servers and software of the Processor, which are under the control of the Processor, and are used for providing the services in accordance with the terms and conditions or description of the Agreement.

3. CONTROLLER’S GENERAL OBLIGATIONS

- 3.1 Basis for Processing. The Controller ensures an appropriate basis for processing by the Controller and the Processor. The Controller makes available to the Processor and inserts to/transmits to the Processor’s service and systems, incl. the Infrastructure of the Processor, only such Personal data for the processing of which, the Controller has a legal basis.
- 3.2 Performance of Obligation to Provide Information. The Controller ensures the performance of the obligation to provide information regarding Personal data processed on the basis of the Agreement and the DPA in adherence to Articles 13 and 14 of the GDPR, among other things, where required, providing information on the processing done by the Processor.
- 3.3 Processing in Adherence to the GDPR. The Controller declares that it processes Personal data in adherence to requirements of the GDPR and only gives the Processor such instructions on the processing of Personal data which are in compliance with requirements of the GDPR.
- 3.4 Instructions and Contact Information. The Controller provides instructions for processing Personal data in a format enabling written reproduction, e.g., via email.
- 3.5 Control of Data Protection Measures. The Controller confirms that descriptions provided in Annex 3 satisfy the data protection needs of the Controller in terms of the processing Personal data under the Agreement and the DPA.

4. PROCESSOR’S GENERAL OBLIGATIONS

- 4.1 Processing by the Processor in Adherence to the GDPR. The Processor adheres to the requirements of the GDPR and uses only such Sub-processors that adhere to the GDPR. The Processor complies with the following conditions:
 - 4.1.1 Processing in Adherence to the Agreement and the DPA. The Processor processes Personal data only in the extent and in such a manner which is required to provide services set out in the DPA and the Agreement and in adherence to instructions from time to time provided by the Controller;
 - 4.1.2 Confidentiality. The Processor shall keep Personal data confidential and shall not use or disclose Personal data for any purpose other than as permitted by this DPA or the Agreement. Replying to inquiries related to Personal data to the data subject or to the authorities is not considered a breach of confidentiality;
 - 4.1.3 Appropriate Technical and Organisational Measures. The Processor implements appropriate technical and organisational measures to protect Personal data against processing without authorisation and to prevent unlawful processing, accidental loss or destruction or damage of Personal data;
 - 4.1.4 Assistance to the Controller. The Processor shall provide reasonable assistance to the Controller in relation to a claim or request related to the processing of Personal Data or investigation or assessment of the processing, including the preparation of a data protection impact assessment and cooperation related to incidents (see clause 8.1.3). The Processor helps to fulfil the obligations set forth in Articles 32-36 of the GDPR. The Processor has the right to ask for a fee for the assistance performed in accordance with a separate agreement of the Parties;

- 4.1.5 Inquiries from Data Subjects. The Processor shall notify the Controller of the data subject's inquiries, forward them and, if necessary (if the query is related to the Processor's systems and the Controller does not have all the necessary information) help to respond to them;
- 4.1.6 Return and/or Deletion of Personal data. Upon a respective request by the Controller, the Processor returns to the Controller or deletes all Personal data in the Processor's power, possession, or control, unless retention of a copy is required by law. Returns and/or deletions are undertaken within a reasonable period of time.
- 4.2 Data Processing Agreement with Sub-processor. The Processor undertakes to conclude a data processing agreement with its Sub-processor if the Sub-processor processes the Personal data processed based on the DPA. The respective data processing agreement must protect the rights of the data subject and Personal data at least as much as this DPA.
- 4.3 Responding to the Controller's Personal Data Related Inquiries. The Processor responds to the Controller's inquiries related to the processing of Personal data within seven (7) workdays at the latest (except for situations listed in clause 8.1.3). If it is a voluminous request, the Processor may extend the deadline for submitting a response to a reasonable extent, but not more than additional twenty (20) workdays.
- 4.4 Non-adherence to the GDPR. Where the Processor identifies the following situations:
- (a) that it is for some reason unable to perform the obligations arising from this DPA and it cannot remedy such non-performance; or
 - (b) the Processor learns of any circumstance or change in applicable data protection legislation that is likely to materially impair the ability of the Processor to perform its obligations under this DPA,
- then the Processor notifies the Controller thereof, after which both Parties have the right to temporarily suspend processing until the processing is reorganized in a manner that allows the non-compliance to be remedied. If such reorganization is impossible, or cannot be executed within a reasonable time, both Parties have the right to terminate the processing, including extraordinarily terminating the DPA and the Agreement.
- 4.5 The Processor as a Controller. If the Processor processes Personal data, which processing conditions are not regulated by the DPA and Annex 1, then the Processor is considered a separate Controller within the scope of the specific processing activity. Also, in the case of processing for different purpose(s) than indicated in the DPA and the Agreement, the Parties may be separate Controllers, if the requirements of the GDPR are met.

5. SUB-PROCESSORS

- 5.1 General authorization. The Controller allows the Processor to use Sub-processors provided that the Processor uses only those Sub-processors who comply with GDPR and other applicable data protection requirements. In addition, the Processor remains fully responsible for the actions and omissions of its Sub-Processor(s). The Processor shall provide the Controller with a list of Sub-processors (see Annex 2). By signing the DPA, the Controller agrees to the use of Sub-Processors as specified in the Annex 2. If the Sub-processors change, the Processor shall provide the Controller with the new Sub-Processor information (see clause 5.3) 14 days before the introduction of the new Sub-Processor in a format that can be reproduced in writing (e.g., e-mail), if the Controller does not object to the use of the new Sub-processor within five (5) workdays in a format that can be reproduced in writing, then the Controller shall be deemed to have agreed to the changes in the Sub-processors list. In the event of an objection, the respective Sub-processor may not be used unless the circumstances on which the objection is based have ceased to exist and the Controller gives permission.

- 5.2 Processor and Sub-processors. The Processor ensures that its Sub-processors comply with the binding requirements of this DPA as applicable to the Processor, including ensuring that all Sub-processors used by the Processor comply with the same confidentiality obligations under essentially the same terms and conditions (and not less restrictive) than those set forth in this DPA.
- 5.3 Notifying of New Sub-processors. The Sub-processors existing at the time of the conclusion of the DPA are accessible via Annex 2. In the case of new Sub-processors, the Processor shall notify the Controller in advance in accordance with clause 5.1. The notifications must indicate at least the following information about the Sub-processor: name, industry (used for what), and location.
- 5.4 Contact Point with the Sub-processors. The Processor is the Controller's sole point of contact with the Sub-processors in all matters falling within the scope of this DPA.

6. ACCESS AND CONFIDENTIALITY

- 6.1 Access. The Processor ensures that access to Personal data within the Processor's area of responsibility is granted only:
 - 6.1.1 to duly authorized officials, employees, agents, and contractors, including Sub-processors (hereinafter "Processor's employees"), that need access to Personal data in order to perform their obligations under the Agreement and this DPA; and
 - 6.1.2 for the part or parts of Personal data which are strictly necessary for the performance of the obligations of the Processor's employee.
- 6.2 Access may also be granted to authorities if the Processor is required to do so by law or relevant official authorities.
- 6.3 Confidentiality. The Processor ensures that all the Processor's employees are aware:
 - (a) of the confidential nature of Personal data and keep the Personal data confidential;
 - (b) of the obligations and tasks arising from applicable data protection legislation and this DPA.

7. TRANSFERS

- 7.1 The Processing of Personal Data Generally Takes Place in the European Economic Area (EEA). The Processor does not transfer Personal data to any country outside of the EEA that does not comply with Personal data protection requirements or make Personal data available in any country that does not comply with Personal data protection requirements, except on grounds provided for in the GDPR. Information about possible transfers outside EEA (if any) is available in the Sub-processor list (Sub-processor list includes information about processing location).
- 7.2 Transfer Outside the EEA. If Personal data is transferred outside EEA by the Processor then the Processor ensures that a suitable option from GDPR Chapter V is used. The allowed transfer mechanisms are:
 - 7.2.1 Personal data are forwarded to a country subject to a decision on adequacy of protection in accordance with the GDPR Article 45;
 - 7.2.2 the third party ensures appropriate protection measures in other ways in accordance with the GDPR Articles 46 or 47 for the processing in question (e.g., use of EU SCC);
 - 7.2.3 forwarding is necessary for the preparation, presentation or defence of legal claims in certain administrative, regulatory or judicial proceedings;
 - 7.2.4 forwarding is necessary to protect the vital interests of the Data Subject or another natural person or
 - 7.2.5 forwarding is permitted on other grounds arising from Chapter V of the GDPR.

8. NOTIFICATIONS AND BREACHES

- 8.1 Notification to the Controller. The Processor notifies the Controller immediately if the Processor:
 - 8.1.1 receives an inquiry or a request from an official authority related to the Personal data processed under the DPA unless the law prohibits the Processor from giving such notification;
 - 8.1.2 receives a request from a third party, including a data subject, for the disclosure of Personal data or information related to the processing of Personal data;
 - 8.1.3 confirms or has reasonable grounds to suspect that a Personal data breach has occurred in the Processor's systems and that the incident influences Personal data processed under the Agreement. Generally, the Processor gives notice of a Personal data breach without undue delay or within sixty (60) hours of becoming aware of the breach. If it has not yet been possible to collect the information required by the DPA and legislation, the Processor provides relevant available information and supplements the notification to the Controller at the first opportunity;
 - 8.1.4 believes an instruction from the Controller to be in conflict with the requirements of the GDPR.
- 8.2 Personal Data Breach in the Processor's Area of Responsibility. In the event of a Personal data breach in the Processor's systems/area of responsibility, the Processor takes without undue delay reasonable remedial action, including informing the Controller of the reason for the breach, conducting an investigation, and submitting a report and corrective action proposals upon the Controller's request.
- 8.3 Cooperation in Case of a Personal Data Breach. The Processor and the Controller cooperate in developing and implementing a response plan in the event of a Personal data breach. The Parties employ all reasonable efforts at their disposal to mitigate the effects of the personal data breach. Upon request, the Processor shall provide reasonable assistance to the Controller concerning a claim and/or inquiry, investigation or evaluation of processing initiated by the Controller's employee, the Controller, a contractor or an appropriate authority.
- 8.4 Communication of a Personal Data Breach. The Processor provides the Controller without undue delay with the information required by Article 33 (3) or Article 34 (3) of the GDPR on a personal data breach if the information is collected from the Processor's/Sub-processor's systems and is not directly available to the Controller. The Controller allows the Processor to review and modify, if necessary, notices to authorities and data subjects about incidents related to the Processor's service/systems. This is to ensure the correctness of the incident description.

9. SECURITY REQUIREMENTS

- 9.1 Prohibition on Causing Damage. The Party shall not do anything that damages or leave anything undone that, if left undone, damages or could be reasonably expected to damage the other Party's systems or Personal data.
- 9.2 Appropriate Technical and Organizational Security Measures. The Processor takes appropriate technical and organizational measures to protect Personal data against unauthorized or unlawful processing, accidental loss or destruction, or damage. The Processor takes the measures required for data processing in accordance with Article 32 of the GDPR. The Parties have agreed on a set of technical and organizational measures set out in Annex 3, which contains the minimum permissible level of measures at the time of concluding the DPA.
- 9.3 Audit. The Processor allows an employee or an authorized representative of the Controller to check and assess the Processor's compliance with the obligations set forth in this DPA. Prior to exercising the right of inspection (audit), the Controller must

coordinate with the Processor the time of the inspection (at least 30 days prior notice) and the scope of the inspection. The Processor has the right to demand the conclusion of a confidentiality agreement, taking into account that, if necessary, the results of the inspection may be disclosed, inter alia, to the Controller and relevant official authority. The Controller shall pay for the performance of the audit. The Processor is responsible for and pays for the correction of the deficiencies found in its systems. If the Controller wishes to audit a Sub-processor, the Sub-processor shall have the same rights as the Processor in the case of auditing.

10. LIABILITY

- 10.1 Separate Liability. The Parties confirm that they are aware that each Party is liable for its own processing of Personal data.
- 10.2 Liability and Restriction of Liability. A Party indemnifies the other Party for direct material damage resulting from the former Party's breach of the DPA. With regard to other damage, the Parties exclude their liability to the maximum extent permitted by law, being liable only if the violation has been committed intentionally or through gross negligence. This restriction does not extend to Data Subject's claims.

11. TERMINATION

- 11.1 Upon Termination of the Agreement, the Processor returns or destroys the Controller's Personal data as requested by the Controller within a reasonable time. The Processor stops processing the Controller's Personal data. The Processor does not destroy or stop the processing of Personal data for which the processing obligation arises from applicable law.
- 11.2 Right to Terminate the Agreement upon Prohibition of the Use of a Significant Sub-Processor. The Processor has the right to terminate the DPA and the Agreement immediately, extraordinarily (incl. without observing the notice period and without any penalties), if the Controller prohibits the use of a Sub-processor essential for the Processor's processes. Sub-processor is considered essential if provisioning of the Processor's services is not possible without the relevant Sub-processor, and using an alternative Sub-processor would not be feasible or effective.
- 11.3 Lasting Rights and Obligations. Rights and obligations that, due to their nature, need to last after the termination of the DPA stay in force for a reasonable time – i.e., confidentiality obligation.

12. OTHER

- 12.1 Invalid Provision. The invalidity of any provision or a part of a provision of the DPA does not affect the validity, legality, or enforceability of other provisions of this DPA. If any provision or a part thereof proves to be invalid, the Parties employ their best efforts to replace the provision or a part thereof with a provision that is similar in content and meaning and is in compliance with the law and objectives of this DPA.
- 12.2 Applicable law. The DPA is subject to Finnish law.
- 12.3 Jurisdiction. Disputes arising from the DPA are resolved by way of negotiations. If an agreement is not reached, the dispute is resolved in District Court of Helsinki, under the laws applicable in Finland.
- 12.4 Headings. The headings of the provisions do not have legal effect and are intended to facilitate the reading of the DPA.
- 12.5 Entering into the DPA. This DPA enters into force automatically together with the Agreement, or if the DPA is separately entered into, then from the time of signing the DPA. Separately signed DPA is signed electronically or in two identical copies.

SIGNATURES OF PARTIES

[Name of the Controller]:

Zone Media OY
Ardi Jürgens

[Position]

Management Board Member

(or signed digitally)

(or signed digitally)

ANNEX 1: PERSONAL DATA PROCESSED BY THE PROCESSOR

1. CATEGORIES OF DATA SUBJECTS

- 1.1 The Processor may process the following categories of Data Subjects:
 - 1.1.1 the Controller's employees, including persons in a working relationship with the Controller based on another contract;
 - 1.1.2 the Controller's cooperation partners' representatives that are natural persons;
 - 1.1.3 the Controller's customers and potential customers that are natural persons;
 - 1.1.4 other categories of Data Subjects whose data the Controller transmits to the Processor or enters in the Processor's systems;
 - 1.1.5 the same categories of Data Subjects related to companies that belong to the same group with the Controller;
 - 1.1.6 other categories of data subjects whose data is entered into the Processor's systems.
- 1.2 The Parties represent that considering the fact that the Processor shall enable the Controller to use the Infrastructure of the Processor for the storage of data and operating of applications, the Processor will not have a full overview of the Personal data processed there or of the types of these Personal data.

2. CATEGORIES OF PERSONAL DATA

- 2.1 The Processor may process the following Personal data:
 - 2.1.1 Identification data (e.g., names, personal identification code, date of birth, picture);
 - 2.1.2 Contact information (e.g., address, email, phone nr);
 - 2.1.3 Employment data and other related data (e.g., company information, position);
 - 2.1.4 Communication data (e.g., e-mails, messages);
 - 2.1.5 Information about the use of The Processor's systems and services (incl. web and technical data);
 - 2.1.6 other information that the Controller has transmitted to the Processor or entered into the Processor's systems, incl. into the Infrastructure of the Processor;
 - 2.1.7 other information necessary for performance of the Agreement concluded with the Controller.

3. PURPOSES

- 3.1 The Processor may process Personal data for the following objectives:
 - 3.1.1 provision of services based on the Agreement and the DPA;
 - 3.1.2 performance of obligations arising from the law;
 - 3.1.3 performance of instructions given by the Controller;
 - 3.1.4 other legitimate objectives if applicable requirements of the GDPR are adhered to.

4. NATURE OF PROCESSING

- 4.1 The Processor processes Personal data as a Processor only on the basis of the Agreement and the DPA and for purposes set within, and may, among other things, perform the following processing operations: collection, documentation, organization,

structuring, storage, adaptation and modification, making inquiries, reading, use, disclosure by making available, reconciliation or connection, restriction, deletion or destruction.

5. TIME PERIOD OF PERSONAL DATA STORAGE, OR IF THIS IS NOT POSSIBLE, THE CRITERIA FOR DETERMINING SUCH TIME PERIOD

- 5.1 The Processor processes Personal data for as long as it is necessary to Process the data for the set purposes under the DPA. Personal data shall be deleted as instructed by the Controller or at the end of the Agreement.
- 5.2 The Processor shall establish appropriate technical or organizational measures to delete or anonymize Personal data and all backup copies necessary to comply with the storage limitations at the end of the storage period.

SIGNATURES OF PARTIES

[Name of the Controller]:

Zone Media OY

[Name]

Ardi Jürgens

[Position]

Management Board Member

(or signed digitally)

(or signed digitally)

ANNEX 2: LIST OF SUB-PROCESSORS

The Controller is aware of and allows the use of Sub-processors listed at: <https://zone.fi/static/2023/06/Zone-FI-2023-06-Personal-Data-Processing-ENG.pdf> when signing the DPA. The Controller is aware that the list of the Sub-processor may change and how the use of Sub-processors is regulated in Section 5 of the DPA. The up-to-date list of Sub-processors is held at: <https://zone.fi/static/2023/06/Zone-FI-2023-06-Personal-Data-Processing-ENG.pdf>

SIGNATURES OF PARTIES

[Name of the Controller]:

[Name]

[Position]

(or signed digitally)

Zone Media OY

Ardi Jürgens

Management Board Member

(or signed digitally)

ANNEX 3: APPROPRIATE TECHNICAL AND ORGANIZATIONAL MEASURES

1. APPLICABLE MEASURES

1.1 The Processor uses following measures when processing Personal data:

DOCUMENT/INSTRUCTION/ASSESSMENT/ CONFIRMATION OF THE EXECUTION OF THE ACTIVITY	In use or not (Filled in by the Processo r)	Explanation (Filled in if there is an extra question in the box or if clarification is deemed necessary)
Has a data protection audit been carried out? Audit finds out why, where and what data is stored and processed in the company.	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
An up-to-date register of personal data processing operations (Art. 30 GDPR; registry is the basis for all GDPR compliance activities. The register provides an overview of activities with personal data, basis, retention, etc.)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Privacy Policy that covers processing done under the Agreement (which meets the requirements of the GDPR; published on the website)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
The terms and conditions and use of cookies and other web technologies (if the company has a website that uses cookies or similar technologies, it must be ensured that the website visitor is notified of the use of cookies and asks for consent)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
There is an internal information and guidance document on how personal data is processed and how it should be processed (including an overview of mandatory organizational measures – e.g., screen lock, VPN, empty table policy, etc.)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
Internal procedures in place to ensure data security (e.g., information security policy)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
Assessments of legitimate interest have been carried out for processing operations where the processing is carried out on the basis of a legitimate interest	<input type="checkbox"/> In use <input type="checkbox"/> Not in use <input checked="" type="checkbox"/> N/A	For processing as a Processor under the Agreement

		and the DPA legal basis are the same as the Controllers.
GDPR compliant data processing agreements with (sub)processors have been concluded	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
There is a guide for handling security incidents/breaches related to Personal data and the breaches are registered in the breach register	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
Data protection impact assessments have been carried out if the processing requires it	<input type="checkbox"/> In use <input type="checkbox"/> Not in use <input checked="" type="checkbox"/> N/A	The Processor has evaluated its service and concluded that there is no need for the DPIA.
The Processor monitors the GDPR principles in the processing of Personal data to the maximum extent possible, i.e.,: legality, fairness and transparency; purpose limitation; data minimization; ensuring correctness; storage limitation; integrity and confidentiality.	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use	
MEASURE	In use or not (Filled in by the Processor)	Explanation (Filled in if there is an extra question in the box or if clarification is deemed necessary)
Encryption	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Pseudonymisation (In the case of pseudonymisation, additional information enabling the personal data to be	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in	

associated with a specific data subject remains, where possible, under the control of the Controller)	<input type="checkbox"/> use <input type="checkbox"/> N/A	
System of access levels (Personal data can only be accessed by entitled persons, i.e., limited employees who need the data from the performance of the Agreement and the DPA AND the data can be accessed through a personal account protected by a strong password AND access is taken away from the person immediately when they no longer have the respective need/right)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Physical safeguards for access (Personal data can be physically accessed only by entitled persons, incl. personal data storage areas locked)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Logging (it is possible to determine from the system logs who, when and what did with the Personal Data)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Protection against malware (antivirus software(s) and firewall that meet market standards are in use)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Back-ups	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
VPN or other similar measures to access data	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Maintenance and upgrades (software in use is updated and hardware is maintained periodically)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Organisational safeguards (including confidentiality agreements with staff)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in	

	use <input type="checkbox"/> N/A	
Trainings (The processor's employees and other persons processing Personal data are trained in the most important requirements of the GDPR and the most important requirements of data security)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
The employees of the Processor or other persons who access the Personal data are aware of and implement the most important physical and organisational security measures, e.g.: Screen locking and automatic locking; If the Personal data is available from a mobile or similar device, locking the respective device (password protected) and automatic locking; If Personal data is processed on paper, careful handling of the respective paper media (does not leave them in a place where they are visible to third parties)	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
There are procedures for notifying and handling personal data breaches within the organisation and employees are trained in the relevant situation	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	
Data Protection Officer has been appointed	<input checked="" type="checkbox"/> In use <input type="checkbox"/> Not in use <input type="checkbox"/> N/A	

SIGNATURES OF PARTIES

[Name of the Controller]:

[Name]

[Position]

(or signed digitally)

Zone Media OY

Ardi Jürgens

Management Board Member

(or signed digitally)