

Annex on PROCESSING OF PERSONAL DATA to TD Baltic Sales and Purchase Agreement

This Annex shall apply when the Personal Data is processed when concluding or executing a Sale and Purchase Agreement (hereinafter referred to as the Agreement) between the parties. The Annex must be interpreted in accordance with the terms of the Agreement.

1. Definitions of the Agreement

1.1. **Personal Data** shall mean all information about a natural person whose identity can be determined directly or indirectly by using personal identification data (name, surname, address, personal ID number, etc.) or by person-specific physical, physiological, genetic, psychological, economic, cultural or signs of social identity.

1.2. **Processing of Personal Data** shall mean all actions taken by any automated or non-automated means and related to Personal Data or Personal Data sets.

2. Basic terms for the Processing of Personal Data

2.1. Personal Data shall be processed in the following order:

2.1.1. The Seller shall not verify the legality and timing of the Processing of Personal Data transferred by the Buyer, and the Buyer shall guarantee and confirm that the Personal Data transferred by the Buyer is legally collected, controlled, used and processed and the Buyer has the right to transfer Personal Data to the Seller.

2.1.2. The Seller shall use, control and process the Personal Data received from the Buyer for the purpose of performance of the Agreement. On this basis, the Seller may also disclose Personal Data to the courier or other third party involved in the order fulfilment process.

2.1.3. The scope and the retention period of transmitted Personal Data shall be determined according to the Products and Services, which are requested or purchased by the Buyer in accordance with the Agreement.

2.1.4. The Seller shall not process Personal Data for longer than is necessary to attain the purposes of the Agreement unless the Seller has a legitimate reason to process the Personal Data for a longer period.

2.1.5. The Buyer shall ensure the safe transfer of Personal Data to the Seller (using password, limited access by the cipher, etc.).

2.1.6. The Seller publishes and keeps the most recent version of this Annex and Privacy Policy terms on its website.

3. Miscellaneous

3.1. If the Personal Data Subject and/or authorized authority inform the Seller that the Personal Data is collected, used, controlled or processed illegally, the Seller shall not verify such information, but shall consider that it is correct and shall have the right to suspend all or part of the activities of the Processing of Personal Data. The Buyer shall bear all costs, expenses, damages and losses incurred because of it by the Seller, including the penalties imposed by competent authorities.

3.2. The Parties hereby undertake, at their own expense and in their power, to implement the appropriate organizational and technical measures to ensure the protection of Personal Data against accidental or unlawful destruction, modification, disclosure, and any other unlawful processing.

3.3. If the Buyer fails to comply with the obligations related to the protection of Personal Data set forth in this Agreement and/or arising from the requirements of the legal acts and/or binding instructions, or if the confirmations or warranties provided by the Buyer become incorrect, the Seller shall have the right to suspend the execution of the Agreement insofar as it concerns any use of Personal Data for the performance of the Agreement, until such time as the Buyer begins to perform such duties properly and will eliminate the consequences arising from the failure to fulfil such obligations. The Buyer shall bear all costs, expenses, damages and losses incurred because of it by the Seller.

3.4. When the Buyer or the Buyer's customer transfers a warranty repair or returns the Product, the Buyer shall be responsible for the information and data, including the Personal Data, contained in such Product. In such a case, the Seller shall not be obliged to ensure that the information and data contained in the Product is processed lawfully.