

**Effective Date: Mar 6, 2025**

This Affiliate Program Agreement (the "Agreement") is made and entered into by and between Portable Ltd. trading as FlowVPN ("Portable", "FlowVPN" or "we"), and the party submitting an application to become a FlowVPN affiliate ("Affiliate"). The terms and conditions contained in this Agreement apply to Affiliate's participation with FlowVPN. In connection with the Affiliate Program, Affiliate may see offers (each, an "Offer") by FlowVPN that may link to FlowVPN or a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms that are incorporated as part of this Agreement for that particular Offer if the Affiliate chooses to participate in that Offer. By submitting an application or participating in an Offer, Affiliate expressly consents to all the terms and conditions of this Agreement and the individual accepting this Agreement represents that he or she has the authority to bind the Affiliate to the terms of this Agreement.

The parties agree to the terms of the Data Processing Addendum, which is incorporated into this Agreement.

**Enrollment in the Affiliate Program**

Affiliates must signup for an account on the FlowVPN website. Affiliate must provide accurate and complete information in Affiliate's application. After FlowVPN reviews Affiliate's application, FlowVPN will notify Affiliate of Affiliate's acceptance or rejection to the Affiliate Program. FlowVPN may accept or reject Affiliate's application at FlowVPN's sole discretion for any reason.

**Obligations of the Parties**

Subject to FlowVPN's acceptance of Affiliate as an affiliate and Affiliate's continued compliance with the terms and conditions of this Agreement, FlowVPN agrees as follows:

1. FlowVPN will make available to Affiliate via the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which Affiliate may display on web sites owned or controlled by Affiliate, in emails sent by Affiliate and in online advertisements (collectively, "Media"). The Links will serve to identify Affiliate as a member of FlowVPN's Affiliate Program and will establish a link from Affiliate's Media to the Program Web Site.
2. FlowVPN will pay Affiliate for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site, (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial

or fraudulent method to appear like an individual, real live person (as determined by FlowVPN), (iii) is not using pre-populated fields, (iv) completes all of the information required for such action within the time period allowed by FlowVPN, (v) subscribes to paid services of FlowVPN, (vi) does not cancel his subscription within the period permitted by FlowVPN, and (vii) is not later determined by FlowVPN to be fraudulent, incomplete, unqualified or a duplicate user. Registration using fake, anonymous or public email addresses may be considered fraudulent by FlowVPN in its sole discretion

3. FlowVPN will pay Affiliate any Commissions earned on demand with a minimum of 30 days between payments (unless otherwise agreed with Affiliate), provided that the total Commissions FlowVPN owes you is greater than \$100. Accounts with a balance of less than \$100 will roll over to the next month and will continue to roll over monthly until the \$100 minimum is reached. FlowVPN reserves the right to charge back to Affiliate's account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.
4. Payment for Commissions is dependent upon end-users providing such funds to FlowVPN, and therefore, Affiliate agrees that FlowVPN shall only be liable to Affiliate for Commissions to the extent that FlowVPN has received such funds from the end-users. Commission rates are calculated on the sales value received by Portable Ltd net of processing fees. Affiliate commission shall never exceed a payment to FlowVPN minus tax and processing fees. Affiliate commission shall be paid for the first 24 months following the sign-up of a client.
5. FlowVPN shall automatically generate an invoice on behalf of Affiliate for all Commissions payable under this Agreement and shall remit payment to Affiliate based upon that invoice. All tracking of Links and determinations of Qualified Actions

and Commissions shall be made by FlowVPN in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to FlowVPN in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims or challenges based upon that invoice.

6. If Affiliate has an outstanding balance due to FlowVPN under this Agreement or any other agreement between Affiliate and FlowVPN, whether or not related to the Affiliate Program, Affiliate agrees that FlowVPN may offset any such amounts due to FlowVPN from amounts payable to Affiliate under this Agreement.

Affiliate agrees, undertakes and represents that:

1. It has sole responsibility for the development, operation, and maintenance of, and all content on or linked to, the Media.
2. It is forbidden to bid on or purchase traffic, downloads, links or other content containing the following keywords: "FlowVPN" or "Flow VPN".
3. All materials posted on the Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party, and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that FlowVPN informs Affiliate that it considers objectionable (collectively, "Objectionable Content").

4. It will not make any representations, warranties or other statements concerning FlowVPN or any of its respective products or services, except as expressly authorized herein.
5. The Media does not copy or resemble the look and feel of the Program Web Site or a part of the Program Web Site or create the impression that the Media is endorsed by FlowVPN without prior written permission from FlowVPN.
6. It will comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to its business, its Media or its use of the Links. It will not promote the use of FlowVPN in any way that will not comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations.
7. It will comply with the terms, conditions, guidelines and policies of any third-party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services, ad networks, etc.
8. It will always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personally identifiable information to FlowVPN for use as intended by FlowVPN.
9. It will always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by FlowVPN, or as required by applicable laws regarding such Offers.
10. It will not place FlowVPN ads on any online auction platforms (i.e. eBay, Amazon, etc).

The following additional program-specific terms shall apply to any promotional programs set forth below:

1. Email Campaigns. You may send emails to people you know or who have given you their consent for receiving marketing information. Otherwise, do not send unsolicited marketing emails.
2. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or message or bulletin boards unless otherwise agreed by FlowVPN in writing. Any pop-ups/unders used for the Affiliate Program shall be clearly identified as being served by Affiliate in the title bar of the window and any client-side ad serving software used by Affiliate shall only be installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to an affirmatively accepted and plain-English end-user license agreement and the software can be easily removed according to generally accepted methods.
3. Affiliate Network Campaigns. For all Affiliates that maintain their own affiliate networks, Affiliate shall have a right to place the Links in its affiliate network (the "Affiliate Network") for access and use by those affiliates in the Affiliate Network (each a "Third Party Affiliate"). Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Affiliate Network according to the highest industry standards. Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing with Affiliate. Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, the terms of this Agreement prior to

obtaining access to the Links. Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to FlowVPN the identity and contact information for such Third Party Affiliate. Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of FlowVPN in the Affiliate Network upon written notice from FlowVPN. Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate.

### **Confidentiality**

For purposes of the Agreement, "Confidential Information" shall mean all data and information of a confidential nature or otherwise, disclosed during the term of the Agreement by one party ("Disclosing Party") to the other party ("Receiving Party"), as well as information that the Receiving Party knows or should know that the Disclosing Party regards as confidential including, but not limited to:

1. the Disclosing Party's business plans, strategies, know how, marketing plans, suppliers, sources of materials, finances, business relationships, personally identifiable end-user information, pricing, technology, employees, trade secrets and other non-public or proprietary information whether written, oral, recorded on tapes or in any other media or format;
2. the material terms of the Agreement; and
3. any information marked or designated by the Disclosing Party as confidential.

The Receiving Party agrees to hold all Confidential Information in trust and confidence and, except as may be authorized by the Disclosing Party in writing, shall not use such Confidential Information for any purpose other than as expressly set forth in the Agreement or disclose any Confidential Information to any person, company or entity, except to those of its employees and professional advisers:

1. who need to know such information in order for the Receiving Party to perform its obligations hereunder; and
2. who have entered into a confidentiality agreement with the Receiving Party with terms at least as restrictive as those set forth herein.

Confidential information shall not include any information that the Receiving Party can verify with substantial proof that:

1. is generally available to or known to the public through no wrongful act of the receiving party;
2. was independently developed by the Receiving Party without the use of Confidential Information; or
3. was disclosed to the Receiving Party by a third party legally in possession of such Confidential Information and under no obligation of confidentiality to the Disclosing Party.

The Receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that the disclosing party shall be further entitled to injunctive relief, without the requirement to post bond.

### **Limited License & Intellectual Property**

Affiliate may not alter, modify, manipulate or create derivative works of the Links or any FlowVPN graphics, creative, copyrights or other materials owned by, or licensed to, FlowVPN in any way. Affiliate is only entitled to use the Links to the extent that Affiliate is a member in good standing of the Affiliate Program. FlowVPN may revoke Affiliate's license any time by giving Affiliate written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant Affiliate any rights to any of FlowVPN's trademarks, service marks, copyrights, patents or trade secrets. Affiliate agrees that FlowVPN may use any suggestion, comment or recommendation Affiliate chooses to provide to FlowVPN without compensation for any purpose. All rights not expressly granted in this Agreement are reserved by FlowVPN.

### **Suspension**

In addition to any other rights and remedies available to FlowVPN under this Agreement, FlowVPN reserves the right to delete any actions submitted through Affiliate's Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to Affiliate's account if (i) FlowVPN determines that Affiliate has violated this Agreement, (ii) FlowVPN receives any complaints about Affiliate's participation in the Affiliate Program which FlowVPN reasonably believes is in violation this

Agreement or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or an Offer. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, FlowVPN reserves the right to disclose Affiliate's identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by Affiliate's actions. Such suspension will be in addition to FlowVPN's available rights and remedies.

## **Termination**

This Agreement shall commence on the date of FlowVPN's approval of Affiliate's Affiliate Program application and shall continue thereafter until terminated as provided herein. Affiliate may terminate Affiliate's participation in the Affiliate Program at any time by providing a written notice and removing all Links from Affiliate's Media and deleting all copies of the Links. FlowVPN may terminate Affiliate's participation in one or more Offers or this Agreement at any time and for any reason which FlowVPN deems appropriate with or without prior notice to Affiliate by disabling the Links or providing Affiliate with a written notice. Upon termination of Affiliate's participation in one or more Offers or this Agreement for any reason, Affiliate will immediately cease all use of and delete all Links and all FlowVPN intellectual property, as well as cease representing itself as a FlowVPN affiliate for such one or more Offers. All rights of FlowVPN to validly accrued payments, causes of action and any provisions, which by their terms are intended to survive termination, shall survive any termination. Upon termination of the program all rights of Affiliate will be terminated and no further payments will be issued from FlowVPN to the Affiliate. The Affiliate will not have any rights to unpaid or future commissions.

## **Anti-Spam Policy**

Affiliate must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time FlowVPN may request Affiliate to submit final version of Affiliate's emails containing Links or referencing the Affiliate Program for approval by FlowVPN prior to transmitting them to any third parties. In such a case the email is sent to Affiliate's FlowVPN representative and upon receipt of written approval from FlowVPN, Affiliate may transmit the email to third parties.

It is solely Affiliate's obligation to ensure that the email complies with the Act. Affiliate agrees not to rely upon FlowVPN's approval of Affiliate's email for compliance with the Act or assert any claim that Affiliate are in compliance with the Act based upon FlowVPN's approval.

## **Fraud**

Affiliate is expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed Affiliate's permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information,



using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. FlowVPN shall make all determinations about fraudulent activity in its sole discretion.

### **Representations and Warranties**

Affiliate represents and warrants that:

1. it has the power and authority to enter into and perform its obligations under the Agreement;
2. at all times, the Media and Affiliate itself will comply with all applicable foreign, federal, state or local laws, rules, regulations and ordinances including, without limitation, the Gramm-Leach Bliley Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, CAN-SPAM, the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Federal Communications Act, and all rules and regulations promulgated under any of the foregoing, as well as all applicable state laws including, without limitation, the California Financial Privacy Act and the Vermont Consumer Protection Act, and all rules and regulations promulgated under such state laws (collectively, "Laws");
3. it owns and/or has any and all rights in the Media as contemplated by the Agreement;
4. at all times, the Media and Affiliate itself will not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right;
5. Affiliate has a reasonable basis for any and all claims made within the Media and possesses appropriate documentation to substantiate such claims;
6. Affiliate shall fulfill all commitments made in the Media;
7. no Media is targeted to end-users under the age of eighteen (18);

8. prior to loading any computer program onto an individual's computer including, without limitation, programs commonly referred to as adware and/or spyware, and cookies, Affiliate shall provide clear and conspicuous notice to, and shall obtain the express consent of, such individual to install such computer program and/or cookies;
9. the Media does not and will not:
  1. contain any misrepresentations or content that is defamatory;
  2. contain content that is violent, obscene, offensive, including content that contains nudity or implied nudity or content that is morally or ethically offensive or sexually suggestive;
  3. promote or support gambling or sweepstakes contests; or
  4. contain any "worm," "virus" or other device that could impair or injure any person or entity;
10. Affiliate is not, nor is Affiliate acting on behalf of any person or entity that is, prohibited from engaging in transactions with U.S. citizens, nationals or entities under applicable U.S. law and regulation including, but not limited to, regulations issued by the U.S. Office of Foreign Assets Control ("OFAC"); and
11. Affiliate is not, nor is Affiliate acting on behalf of any person or entity that is, a Specially Designated National ("SDN"), as OFAC may so designate from time to time.

## **Modifications**

FlowVPN reserves the right to modify any terms and conditions of this Agreement at any time in FlowVPN's sole discretion. Such modifications shall take effect upon posting to the Program Web Site. FlowVPN, in its sole discretion, reserves the right to notify Affiliate by email and further reserves the right to withhold notification of any changes made to this Agreement. If any modification is unacceptable to Affiliate, Affiliate's only recourse is to terminate this Agreement. Your continued participation in the Affiliate Program following FlowVPN's posting of a change notice or new Agreement on Program Web Site will constitute binding acceptance of the change.

In addition, FlowVPN may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to

promptly implement any request from FlowVPN to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

### **Independent Investigation**

Affiliate acknowledges that it has read this Agreement and agrees to all its terms and conditions. Affiliate has independently evaluated the desirability of participating in the Affiliate Program and each Offer and is not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

### **Indemnification**

Affiliate shall irrevocably defend, indemnify and hold FlowVPN and each of its respective employees, officers, directors, members, managers, shareholders, contractors and agents harmless from and against any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees, costs and expenses) arising out of or related to any allegation, claim or cause of action, involving:

1. Affiliate's breach of the Agreement;
2. the Media; and/or
3. any claim that FlowVPN is obligated to pay any taxes in connection with Affiliate's participation hereunder.

### **Disclaimers**

THE AFFILIATE PROGRAM AND LINKS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO AFFILIATE "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, FlowVPN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. FlowVPN DOES NOT WARRANT THAT THE AFFILIATE PROGRAM OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE AFFILIATE PROGRAM OR LINKS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. FlowVPN DOES NOT GUARANTEE THAT AFFILIATE WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

### **Limitation of Liability**

IN NO EVENT SHALL FlowVPN BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, PROGRAM WEB SITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE OR DISRUPTION OF ANY KIND BEYOND THE REASONABLE CONTROL OF FlowVPN. IN NO EVENT WILL FlowVPN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS

OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT FlowVPN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. FlowVPN'S CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY FlowVPN IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

### **Force Majeure**

Other than with respect to payment obligations arising hereunder, neither party will be liable, or be considered to be in breach of this Agreement, on account of such party's delay or failure to perform as required under the terms of this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs including, without limitation, acts of God, fires, explosions, telecommunications, Internet or Affiliate Network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, acts of terrorism, insurrections, riots, wars, strikes or other labor difficulties, or any act or omission of any other person or entity, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event.

### **Data Processing Addendum**

This Data Processing Addendum ("Addendum") sets out the terms that apply as between FlowVPN and the Affiliate when processing Personal Data in connection with the Affiliate Program. This Addendum forms part of the Affiliate Program Agreement. This Addendum is entered into as of the date of the Affiliate Program Agreement. The duration of the data processing under this Addendum is until the termination of the Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Affiliate Program Agreement (the "Agreement") unless otherwise defined in this Addendum.

#### **1. Definitions**

- (a) "controller," "processor," "data subject," and "processing" (and "process") shall have the meanings given to them in Applicable Data Protection Law;
- (b) "Applicable Data Protection Law" means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time);
- (c) "EU Data Protection Law" means: (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii);
- (d) "Personal Data" means any information relating to an identified or identifiable natural person to the extent that such information is protected as personal data under Applicable Data Protection Law.

## **1. Purposes of processing**

The parties acknowledge that in connection with the Affiliate Program each party may provide or make available to the other party Personal Data. Each party shall process such data: (i) for the purposes described in the Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.

## **1. Relationship of the parties**

Each party will process the copy of the Personal Data in its possession or control as an independent controller (not as a joint controller with the other party). For the avoidance of doubt and without prejudice to the foregoing, FlowVPN shall be an independent controller of any Personal Data that it receives or shares with Affiliate in connection with the Affiliate Program.

## **1. Categories of data subjects and types of Personal Data**

4.1 Affiliate may submit to FlowVPN Personal Data which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- a) employees, agents, advisors, freelancers (who are natural persons) of Affiliate, and/or
- b) end-users.

4.2 Affiliate may submit to FlowVPN Personal Data, which may include, but is not limited to:

- a) contacts, financial information of the employees, agents, advisors, freelancers of Affiliate;
- b) certain information (such as IP address and device identifier) about end-users.

4.3 Affiliate shall not send FlowVPN any Sensitive Personal Data (as defined in the Applicable Data Protection Law).

## **1. Compliance with law**

Each party shall separately comply with its obligations under Applicable Data Protection Law and this Addendum when processing Personal Data. Neither party shall be responsible for the other party's compliance with Applicable Data Protection Law. In particular, the Affiliate shall be individually responsible for ensuring that its processing of the Personal Data is lawful, fair and transparent.

## **1. International transfers**

Where Applicable Data Protection Law in the European Economic Area ("EEA") applies to Personal Data, neither party shall process any Personal Data (nor permit any Personal Data to be processed) in a territory outside of the EEA, unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. To the extent Affiliate transfers EEA Personal Data to FlowVPN and FlowVPN is located in a territory outside the EEA that does not provide adequate protection for Personal Data (as determined by Applicable Data Protection Law),

parties agree to abide by and process such Personal Data in accordance with the Standard Contractual Clauses for Controllers as approved by the European Commission and available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> (as amended, superseded or updated from time to time) ("Model Clauses"), which are incorporated by reference in, and form an integral part of, this Addendum. Parties agree that FlowVPN is a "data importer" and the Affiliate is the "data exporter" under the Model Clauses (notwithstanding that FlowVPN may be an entity located outside of the EEA).

#### **1. Obligations of the parties**

7.1 In relation to this Addendum, each party shall implement and maintain all appropriate technical and organizational measures to protect any copies of the Personal Data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access and to preserve the security and confidentiality of such Personal Data.

7.2 In relation to this Addendum, each party shall notify the other party without undue delay on becoming aware of any breach of EU Data Protection Law/Applicable Data Protection Law.

7.3 In relation to this Addendum, Affiliate shall comply with all the Applicable Data Protection Law regarding the transmission of data exported to or from the United States or the country in which Affiliate resides, including without limitation, the GDPR.

7.4 Affiliate agrees to promptly assist FlowVPN in complying with any data subject rights requests under the GDPR (or other Applicable Data Protection Law) in relation to this Addendum. Affiliate further agrees to promptly assist FlowVPN in complying with any duties to cooperate with supervisory data protection authorities under Applicable Data Protection Law.

#### **1. Other terms**

8.1 If there is a conflict between the Agreement and this Addendum, the terms of this Addendum will control.

8.2 Each party shall perform its obligations under this Addendum at its own cost.