DATA PROCESSING AGREEMENT

BETWEEN FELYX AND
MOBPRO, MOBILE PROFESSIONALS B.V.

CONFIDENTIAL

This data processing agreement (this "Data Processing Agreement) shall be effective as of 1st of May 2018 ("Effective Date") between:

(1) felyx a private company, incorporated under the laws of the Netherlands, with its registered seat at "" Amsterdam, The Netherlands, hereinafter to be referred to as "Controller";

and

(2) MobPro, Mobile Professionals, incorporated and registered In the Netherlands with its registered seat at Danzigerbocht 45p (1013AM) Amsterdam here in after referred to as "Processor";

Controller and the Processor are here in after jointly referred to as the "Parties" and individually as the "Party".

It is hereby agreed as follows:

1. DEFINITIONS

Terms defined in the co-operation felyx & MobPro ("Agreement") shall have the same meaning when used In this Data Processing Agreement. In addition, the definitions below apply In this Data Processing Agreement:

Personal Data
Means the EU legal definition of data as defined in the General Data Provision Regulation. ("GDPR") Or means personal data as defined more specifically In the Authority Personal Data (Autoriteit Persoonsgegevens) that the Processor processes on behalf of Controller in connection with the Agreement.

Unless otherwise specified, all references to the Authority Personal Data shall be understood to be references to the applicable local equivalent which upholds the European Regulation.

2. SUBJECT AND TEAM

The purpose of this Data Processing Agreement is to describe the work to be carried out by the Processor in relation with the Agreement. This Data Processing Agreement forms an integral part of the Agreement. This Data Processing Agreement shall be deemed to take effect from the Effective Date and shall continue in full force and effect until the termination of the Agreement.

3. SCOPE OF THE WORK

Scope
The purpose for the collection, processing and use of the Personal Data from Controller is to provide the services as described in the Agreement, which forms an integral part hereof. The processing and use of the Personal Data takes place in a member state of the European Economic area or with services that have compliancy via the Privacy Shield Framework. Any data transfer to a third country requires the prior approval of the Controller.

The processing of the Personal Data by the Processor shall take place within the framework of this Data Processing Agreement and only to the extent that Controller has instructed the Processor to do so in relation with the Agreement. The Processor processes the Personal Data on behalf of Controller.

Modifications to the processing of Personal Data under the Agreement are subject to mutual agreement. The Processor shall not use the Personal Data for any other purpose as described in this Data Processing Agreement.

Type of data
The Controller has defined that the following data categories will be collected, processed and used by the Processor under thls Data Processing Agreement:

Real-time data on each click, install or event that redirects to or passes through felyx app for Android and iOS (hereinafter referred to as "the App"), for both organic and attributed data. This data Is collected vla the Adjust SDK integrated into the App. It will be shared with the Processor via a Global Callback from the Adjust dashboard. The data shared includes the "advertising ID", which is a user-specific, unique, resettable ID for advertising, provided by the Google Play Services SDK and Apple's iOS development SDK.

Category of data subjects
The Controller has defined the following data subject categories from whom the Personal Data as defined above will be collected, processed and used by the Processor under this Data Processing Agreement:

- Personal details of felyx users (such as email addresses)
- Anonymized Users of felyx Apps

4. TECHNICAL AND ORGANIZATIONAL MEASURES

The Processor documents the implementation of the technical and organizational measures in accordance with the GDPR.

The Processor ensures in particular that it has implemented the appropriate measures to:

a. Prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used;
b. Prevent data processing systems from being used without authorization;
c. Ensure that persons entitled to use a data processing system have access only to the Personal Data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization during processing or use and after storage;
d. Ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is impossible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged;
e. Ensure that it is possible to check and establish whether and by whom personal data has been input into data processing systems, modified or removed;
f. Ensure that, for commissioned processing of personal data, the Personal Data Is processed strictly in accordance with the instructions of the Controller (job control).

Significant changes of the above technical and organisational measures by the Processor shall be agreed by the Parties in writing.

The Processor agrees and warrants that the security measures are appropriate to protect 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 ether unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

The Processor further agrees and warrants that the processing 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 does not violate the relevant provisions.

5. PROCESSORS OBLIGATIONS

Under this Data Processing Agreement, the Processor has the obligation to:

a. Process the Personal Data only on behalf of the Controller and in compliance with its instructions;
b. Ensure that only appropriately trained personnel shall have access to the Personal Data; provide Controller with such cooperation (including access to its facilities) as the Controller may reasonably request;
c. Implement such technical and organizational measures to protect the Personal Data as required by applicable provisions;
d. notify the Controller immediately of any monitoring activities and measures undertaken by the relevant authority that supervises the applicable data protection legislation;
e. Support Controller regarding Controller's obligations to provide information about the collection, processing or usage of Personal Data to a data subject;
f. Ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfillment of the contractual obligations as explicitly agreed upon and arising from this Data Processing Agreement.

6. SUB-PROCESSING

a. The Processor shall not subcontract Agreement of its processing operations performed on behalf of the Controller under the Agreement without the prior written consent of the Controller such consent not to be unreasonably withheld or delayed. Where the Processor subcontracts its obligations under the Agreement, with the consent of the Controller, 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 Processor under this Data Processing Agreement. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations under such agreement.
b. Controller shall be granted control and examination rights according to this Data Processing Agreement and the applicable data protection legislation. This also includes the right of the Controller to obtain information from the Processor, upon written request, on the substance of the contract and the implementation of the data protection obligations within the sub-contract relationship, where necessary by inspecting the relevant contract documents.

7. ASSIGNMENT

The Processor shall not assign this Data Processing Agreement without the prior written consent of the Controller. Where the Processor assigns this Data Processing Agreement, with the consent of the Controller, it shall do so only by way of a written agreement with the assignee which imposes the same obligations on the assignee as are imposed on the Processor under this Data Processing Agreement.

8. CONTROLLER'S RIGHTS AND OBLIGATIONS

Rights to monitor: Controller Is entitled to appoint a third party independent auditor in the possession of the required professional qualifications and bound by a duty of confidentiality, which auditor must be reasonably acceptable to the Processor, to inspect Processor 's compliance with this Data Processing Agreement and the applicable data protection legislation required to determine the truthfulness and completeness of the statements submitted by the Processor under this Data Processing Agreement. Controller's right to audit shall be subject to giving the Processor at least (4) weeks prior written notice of any such audit.

Processor shall deal promptly and properly with all inquiries from the Controller relating to its processing of the personal data subject to this Data Processing Agreement.

Rectification, deletion and blocking of data: upon instruction by the Controller, the Processor shall correct, rectify or block the Personal Data. Any request from a data subject directly to the Processor, shall be directed to Controller.

9. INFORMATION OBLIGATIONS

If the Processor cannot provide compliance or foresees that it cannot comply with its obligations as set out in this Data Processing Agreement, for whatever reasons, it agrees to inform promptly the Controller of its inability to comply, in which case the Controller is entitled to suspend the transfer of data.

Processor will promptly notify the Controller about:

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;
II. any accidental or unauthorized access; and
III. any request received directly from the Personal Data subjects without responding to that request, unless it has been otherwise authorised to do so.

Each Party shall indemnify the other party for claims of any third party that arises as a result of (i) non-compliance with its obligations under this Data Processing Agreement and/or (ii) the applicable local laws and legislation of the countries where the Personal Data Is processed and regulations regarding data protection and privacy, provided it is not a result of non-compliance of the other party with its obligations under this Data Processing Agreement.

10. CONSEQUENCES OF TERMINATION

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

11. CONFIDENTIALITY

Any information of whatever kind (whether technical, commercial, financial, operational or otherwise) and in whatever form (whether oral, written, recorded or otherwise), including Personal Data which may be disclosed in any form or matter by one Party to the other Party, with respect to, or as a result of this Data Processing Agreement, shall be deemed to be of a confidential nature. Data relating to Controller's customers database, procedures and knowledge shall be considered as private and Confidential information.

12. OTHER

This Data Processing Agreement is governed by the law that governs the Agreement. Also for the jurisdiction reference is made to the appropriate Section of the Agreement.

AGREED by the parties through their duly authorised representatives in Amsterdam on the date both Parties have signed this Data Processing Agreement.

For and on behalf of:

felyx

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Date signed: 24-01-2020

MobPro, Mobile Professionals B.V.

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Date signed: 23-01-2020