**1Office Terms of Service from 30.10.2025**

This website www.1office.co is administered by **1Office OÜ**, registry code 12310390, address Narva mnt 5, Tallinn, Estonia, 10117, e-mail address support@1office.co and the services offered on it are provided by the following **1Office group companies**, depending on the ordered service, hereinafter each of them referred to as **1Office**:

**1Office Estonia OÜ**, registry code 11528017, address Narva mnt 5, Tallinn, Estonia, 10117, e-mail address estonia@1office.co.

**1Office Latvia SIA**, registry code 40203020459, address Brīvības iela 40 – 26A, Rīga, LV1050, Latvia, e-mail address latvia@1office.co.

**1Office Lithuania UAB**, registry code 304628660, address T. Narbuto 5, Vilnius LT-08103, Lithuania, e-mail address lithuania@1office.co.

**1Office Finland Oy**, registry code 2486002-1, address Veturitie 24 A 66, 00520 Helsinki, Finland, e-mail address finland@1office.co.

**1Office Sweden AB**, registry code 556862-7672, Kungsbro strand 29, 112 26 Stockholm, Sweden, e-mail address sweden@1office.co.

**1Office Group Ltd**, registry code 08815683, address 65 London Wall, London, EC2M 5TU, UK, e-mail address uk@1office.co.

**1Office Formations Ireland Limited**, registry code 703400, address 38 Fitzwilliam Street Upper DUBLIN, D02 KV05, Ireland, e-mail address ireland@1office.co.

**Services**

1.1. Description and pricing of services offered by 1Office group companies (Service(s)) are displayed on 1Office websites (https://1office.co/), in My1Office Portal (Portal) (https://my1office.co/) or in Service offer made to the Client.

1.2. These Terms of Service (TOS) apply to all Services and constitute a legal contract (Contract) between 1Office and the user of 1Office Services (Client). Valid TOS are presented on 1Office website and in the Portal.

1.3. By purchasing Services from 1Office you agree to be bound by this Contract.

**My1Office account**

2.1. To order, use and manage the Services, the Client must have an account with 1Office in the Portal (the User Account).

2.2. The User Account will be automatically created for each Client after purchasing Services from 1Office. The User Account may also be created by Signing-up at https://my1office.co/ Portal or on 1Office websites. The User Account will be activated from purchasing Services from 1Office.

2.3. The User Account is accessible using a password and e-mail address (the Primary Email) provided to 1Office upon purchasing the Services or signing-up (the Log-in Details).

2.4. The User Account is accessible using Facebook, LinkedIn and Google accounts.

2.5. The Client shall keep the User Account Log-in Details confidential and not disclose those to any third party. The Client shall inform 1Office immediately about the suspicion that the Login Details may have fallen into possession of a third party and replace the password. 1Office may block the User Account where the suspicion arises that the User Account is accessed by unauthorized user.

2.6. The Client has right to manage the User Account during the validity of the Contract, i.e. to create, change and request to delete the User Account. Deleting the User Account will delete the content. 1Office does not guarantee further access to the content of deleted User Account.

2.7. 1Office has right to block the access to the User Account without advance notice and without any liability to the Client in case the Client is in the breach of the Contract with 1Office. Activation of the User Account is subject to due performance of the Contract and payment of the activation fee by the Client.

2.8. The User Account will be inactivated by 1Office upon termination of the Contract in accordance with these TOS.

2.9. 1Office will keep the content of the User Account 60 days from inactivating the User Account.

**Ordering Services**

3.1. 1Office Services can be ordered (i) from 1Office group companies' e-shops, (ii) from the Portal, (iii) via a web inquiry or (iv) via an inquiry by e-mail.

3.2. Services can be ordered separately or combined into Service packages, based on Service description on 1Office website, in the Portal or Service offer made to the Client.

3.3. Services, prices and applicable currency vary in different 1Office group companies and may vary in e-shops, the Portal and Service offer made to the Client. Please review Service description and pricing carefully prior to making the purchase.

3.4. Process of ordering Services depend on the option you choose and can be following:

(i) when ordering from the e-shop, then by selecting the Service in the e-shop and clicking on the link "Add to cart". You will be asked to proceed to checkout, to complete the order form and place an order;

(ii) when ordering from the Portal, then by selecting Services presented in the Portal, filling out the order form and clicking on the link " Pay with credit card". You will be directed to check out in the e-shop, to complete the order form and place an order;

(iii)-(iv) when ordering via a web inquiry or by an e-mail inquiry, then 1Office will add your selected Services to the shopping cart in the e-shop and send the payment link by email. You will be asked to proceed to checkout, to complete the order form and place an order.

3.5. By ordering Services in the name of a company, you confirm your authorization to legally bind the company and enter into this Contract with 1Office on behalf of the company.

3.6. After selecting the Service, the price of the Service is displayed at the checkout in the eshop. If due to the nature of the Service the price cannot be displayed, then the initial price of the Service and the bases for calculating the price of the Service are displayed.

3.7. The Contract is deemed concluded from payment for the Service and in the extent, which corresponds to the Service description and price provided on 1Office's websites, in the Portal, or in the Service offer made by 1Office to the Client and these TOS.

3.8. By paying for the Service, the Client is contracting with and the Service will be provided by 1Office group company indicated on the order confirmation and invoice.

3.9. Concluding the Contract is confirmed by 1Office by sending a confirmation of the order and an invoice to the Primary Email.

3.10. Where the Contract is concluded for a company that has not yet been registered, then the company is deemed a party to the Contract and obligations arising from the Contract shall pass to the company from the moment the company is registered in the business register. The Client undertakes to notify 1Office via email of entering the company into the business register within seven (7) working days.

3.11. The commencement of Services is subject to payment for the Service and a successfully completed Know-Your-Customer (**KYC**) procedure by the Client in accordance with these TOS.

3.12. Due to the regulations established by the EU and national money laundering and terrorism financing prevention (**AML**) legislation and in accordance with 1Office AML risk assessment policy, we do not provide Services to:

– politically exposed persons (**PEP**), including family members and persons known to be close associates with PEP;

– persons included in the international sanctions lists;

– clients from EU and FATF listed high-risk countries and other monitored jurisdictions.

3.13. By ordering Services from 1Office you confirm that beneficial owner and the management board member of the company do not qualify to be persons referred to in the above article. Client must inform 1Office immediately if the status of the beneficial owner or the management board member of the company changes.

**Service fees and payment terms**

4.1. 1Office Service fees are displayed on 1Office websites, in the Portal or in the Service offer made by 1Office to the Client.

4.2. Services are provided on prepayment basis, unless otherwise agreed between 1Office and the Client.

4.3. Where VAT is payable in respect of the Services, the Client must pay VAT at the applicable rate.

4.4. Service fees do not include third party costs related to Services (such as state fees, notary fees, translation fees, courier fees, etc.), unless otherwise agreed between 1Office and the Client.

4.5. 1Office reserves the right to amend Service fees unilaterally. The Client is notified of the amendments of Service fees via Primary Email at least one (1) calendar month in advance. The Client may refuse to accept new Service fees and cancel the Contract by giving cancellation notice by email or by cancelling the subscription during this one (1) calendar month advance notice period. If the Client has not submitted cancellation notice or cancelled the subscription on time, the Client is deemed to have accepted new Service fees. New Service fees will apply form new Service period.

4.6. Payment methods vary depending on the Service and provider of Service in 1Office group.

4.7. Services ordered in e-shops, via a web inquiry and by an e-mail inquiry, can be paid for by credit card, bank link, bank transfer. The exact payment method will be displayed upon checkout in 1Office e-shop. Additional fee may be added to the payment. If the Service fee is paid by a bank transfer, all the costs regarding to the bank transfer must be paid by the Client.

4.8. Services ordered in the Portal can be paid for by credit card.

4.9. Certain Services may be purchased by periodical prepayment subscription (**Subscription**) based on the Service description displayed in 1Office websites and in the Portal. Additional fee may be added to the payment.

4.10. The Subscription is renewed automatically at the end of the Subscription period.

4.11. When choosing the Subscription, the following cardholder data must be submitted by the cardholder: the credit card number, the expiration date and the CVV. By providing 1Office with your credit card information, you authorize 1Office to charge such credit card on the payment date at the start of new Service Period.

4.12. If the Client wants to change the Subscription, the prior approval from 1Office is necessary and an additional Service fee may apply.

4.13. By choosing the Subscription the Client assumes obligation to keep sufficient funds on the account for due payment for the Services. Invoice may be issued by 1Office for the ordered Services.

4.14. Invoices issued by 1Office shall be paid by the Client within seven (7) calendar days from date of issue.

4.15. If the Client fails to make a payment by the due date, then the default interest 0.2% (zero point two per cent) per day on the overdue sum from the due date until payment of the overdue sum will be charged. For any unpaid invoice, a compensation of debt collection costs or payment of reminder fee up to 40 EUR will be levied.

4.16. Upon receiving the money from the Client 1Office shall first settle the default interest, then additional applicable fees and then the fee for the Services.

**The Client's rights and obligations**

5.1. The Client has right to use ordered Services according to the Service description displayed on 1Office websites, the Portal or offer made by 1Office and this Contract.

5.2. The Client must pay Service fee based on the prices published on the 1Office websites, the Portal or separately agreed with 1Office and on terms and conditions prescribed in this Contract.

5.3. Upon using Services, the Client undertakes to:

– conduct its business in compliance with applicable laws, regulations and good moral and practice;

– co-operate with 1Office in all matters relating to the Services;

– provide us with such information and documents we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate;

– refrain from disrupting or damaging 1Office websites, software, intellectual property or Services;

5.4. The Client may not assign this Contract or resell Services to third parties, unless otherwise agreed with 1Office.

5.5. The Client is obliged to provide to 1Office the main email address (the Primary Email) and must inform immediately if the email address is changed. The Client consents that 1Office will send all notifications related to this Contract to the Primary Email and all notifications are deemed delivered to the Client after five (5) calendar days from sending.

5.6. Due to the requirements established by AML legislation, the Client must fully comply with 1Office KYC requirements. 1Office KYC process requires each Client to provide immediately after ordering Services all requested information and a copy of valid personal identification document. 1Office will confirm your compliance with KYC requirements or asks you more questions for clarification. KYC requirements must be fulfilled by the Client annually. 1Office assumes the correctness of provided information. Services will not be supplied until your compliance with our KYC policy has been confirmed.

**1Office's rights and obligations**

6.1. 1Office undertakes to provide Services in accordance with the Service description and in compliance with the legislation concerning Services. Upon providing Services 1Office shall rely on the standards and good practice applicable in respect of Services.

6.2. 1Office reserves the right not to provide Services to Clients who do not comply with our AML risk assessment policy or on other grounds at our discretion.

6.3. 1Office reserves the right to use sub-contractors for providing Services to the Client.

6.4. 1Office may temporarily suspend providing Services without prior notification and without any liability to the Client, if:

6.4.1. the Client has a debt to any 1Office group company, or

6.4.2. the Client fails to submit any information or documents to 1Office that are required for performing this Contract, or

6.4.3. provision of Services is suspended due to reasons independent of 1Office.

6.5. Services are provided during office hours (Mo.-Fr. 09.00-17.00), except on national holidays and shortened working days.

6.6. 1Office reserves the right to amend these TOS unilaterally. The current TOS are published on 1Office websites and in the Portal. The Client is notified of the amendments via email at least one (1) calendar month in advance, except where the amended terms are more favorable to the Client. The Client may refuse to accept the amendments and cancel the Contract by giving cancellation notice to 1Office by email during this one (1) calendar month advance notice period. If the Client has not submitted cancellation notice it time, the Client is deemed to have accepted new TOS.

**Validity and Termination of the Contract**

7.1. The Contract is concluded without a term or due to the nature of the Service is valid until the performance of the Service.

7.2. 1Office and the Client may terminate the Contract unilaterally by notifying of it via email at least two (2) calendar months in advance, except otherwise provided in these TOS.

7.3. Client can cancel Subscription based Service packages any time. Canceling the Subscription of Service packages is treated as termination of the Contract by the Client.

7.4. To cancel Subscription based Service package, the Client shall log in to My1Office and click „Cancel“ under General Settings. The Client will be provided with the choice to cancel or to continue with the Services. Cancelling the Service package will result in ending all Services by 1Office from the day of cancellation by the Client.

7.5. Upon the termination of the Contract the payments made to 1Office are not to be returned or set off with the Client.

7.6. 1Office reserves the right to terminate the Contract any time without a refund and without liability to the Client by sending termination notice to the Primary email in the following cases:

– 1Office has not been able to provide Services in accordance with the Service description within 3 (three) months from entering into the Contract due to the circumstances dependent on the Client;

– the Client has provided incomplete or incorrect information, or failed to provide information or documents requested by 1Office for performance of this Contract;

– the Client fails to provide information and documents requested by 1Office for completing the KYC procedure within two (2) months from entering into Contract or does not review and update the KYC in accordance with this Contract or does not comply with our KYC and AML risk assessment policy;

– activities of the Client would make 1Office unable to comply with the legal regulations with respect to providing the Services;

– if for the purpose of providing Services the Client has been given instructions by 1Office and the Client fails to act in accordance with the instructions;

– the Client does not pay for the Services within 30 (thirty) calendar days from the payment term at the latest;

– the Client assigns the Service or passes on the benefits received in the course of it to a third party;

– 1Office has a reason to believe that the activity of the Client may damage or has damaged reputation and/or goodwill of 1Office.

7.7. If the Client has unpaid invoice for any 1Office Service, 1Office reserves the right to cancel all Services and terminate Contract regarding all Services with the Client.

7.8. Upon termination of the Contract, the User Account and Service provision related software will be inactivated. Before terminating the Contract make sure to download your documents from the Portal and accounting software.

7.9. If the Client is a consumer, then the 14-day right of withdrawal does not apply to the Services, because the Services provided by 1Office have individual characteristics and depend on the Client's needs and wishes.

**Processing personal data**

8.1. 1Office group companies process personal data collected from the Client in compliance with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 (**GDPR**).

8.2. 1Office group companies may process personal data collected from the Client in the capacity of Data Controller and Data Processor.

8.3. Purpose of processing personal data is providing Services, improving Services, providing Client support and keeping Clients informed about 1Office Services and news.

8.4. Details of how 1Office processes personal data are set out in our **Privacy Notice**. Please review our privacy policy before purchasing Services.

8.5. Details of data processing by 1Office in the capacity of Data Processor are set out in our Data Processing Agreement (**DPA**). Please review our DPA before purchasing Services.

8.6. Any questions about processing personal data can be sent to scoro@1office.co.

**Confidentiality**

9.1. During the performance of this Contract, 1Office shall maintain the confidentiality of Client's production and business secrets. Duty to maintain the confidentiality arises from law.

9.2. 1Office is not required to maintain confidentiality if the Client has granted the permission to disclose information. Permission is not required for disclosing the information to third parties involved by 1Office for providing Services under this Contract or if the duty to disclose arises from law (such as notaries, translators, authorities).

9.3. 1Office and the Client undertake not to disclose to third parties any information which is received from the other party under this Contract or which should be treated as confidential in nature (Confidential Information). Confidential Information may only be used for performing duties under this Contract.

9.4. Information is not Confidential Information if it:

– is or becomes generally available to the public or enters the public domain other than due to a breach of this Contract;

– was lawfully and independently received from a third party without any obligation of confidence at the time of receipt; or

– is required to be disclosed by applicable law or a court of competent jurisdiction.

9.5. 1Office may disclose confidential information to third parties without permission of the Client if the disclosure is necessary for providing the Service ordered by the Client, provided that the third party who will have access to such information will be bound by confidentiality by the contract or law.

9.6. Disclosure of the Confidential Information to an unauthorized third party shall be immediately notified by e-mail.

**Limitation of Liability**

10.1. 1Office is liable only for performing obligations arising from this Contract. 1Office will not be responsible for performing obligations of the Client arising from laws and regulations applicable to the activities of the Client.

10.2. 1Office will not be liable to the Client for any loss, damage, charges or cost and expenses arising from temporary suspending the Services in accordance with this Contract.

10.3. 1Office will not be liable to the Client for any loss, damage or cost arising from providing Services on the bases of incomplete or inaccurate information provided by the Client.

10.4. 1Office will not be liable to the Client if failure to perform obligations under this Contract is caused by circumstances dependent on the Client.

10.5. 1Office will not be liable to the Client for any loss, damage, charges or costs arising from termination of the Contract in accordance with articles 7.3. or 7.6. of the Contract.

10.6. 1Office is liable to Client for damage if damage is caused by breach of this Contract intentionally or due to gross negligence.

10.7. 1Office is not liable for indirect damage (incl. loss of profit) caused to the Client due to breach of the Contract. 1Office shall not compensate damage due to gross negligence in case the liability insurance does not cover such damage to 1Office.

10.8. The limitation period for submission of claims against 1Office under this Contract shall be six calendar months from performance of the act or occurrence of the event which caused the damage to the Client.

10.9. 1Office's total liability under this Contract is limited to the amount of Service fee paid by the Client, unless otherwise provided in special terms of service.

10.10. If the Client's activity results in damage, costs or expenses to 1Office (for example expenses on legal assistance) or liability before third parties in relation to a breach of the Contract by the Client, the Client is obligated to compensate 1Office for all expenses and losses borne in relation to it.

10.11. If the Client has overdue obligations before 1Office then 1Office may exercise a statutory lien over the Client's property in its possession. If the Client wants to remove the property belonging to the Client that is in 1Office's premises, 1Office may retain the items in

the extent that is necessary for ensuring the fulfillment of its claims. 1Office exercises a statutory lien until the fulfillment of the claim by the Client or provision another security.

10.12. 1Office is not liable in case a force majeure and other faults and disturbances not caused or affected by 1Office prevent the Client from using the User Account or its services.

10.13. 1Office is not liable for delays, disruptions or failures in the use of the User Account due to maintenance and development works or due to the disruptions in third party systems that affect the use of the User Account.

10.14. 1Office is not liable for unauthorized use of the User Account.

**Dispute resolution**

11.1. All questions arising from these TOS which are not regulated by the provisions of these TOS shall be governed by laws of the country of the respective 1Office group company who provides Services to the Client.

11.2. Please submit your complaint arising from this Contract to sales@1office.co. 1Office shall respond to the complaint by email within 15 days after receipt of the complaint.

11.3. Disputes are resolved by way of negotiations. Upon not reaching an agreement the dispute is resolved by the respective court of the jurisdiction of 1Office group company who is providing Services to the Client.

**VIRTUAL OFFICE SERVICE SPECIAL TERMS OF SERVICE**

12.1. Virtual office service includes following Services in accordance with the Service description provided in 1Office websites, in the Portal or in the offer made to the Client: legal/registered address, directors address service, contact person, company's secretary. The use of virtual office service for purposes not included in the Service description is not allowed.

12.2. The Client is entitled to use the Service and register the legal address, the directors service address, contact person or company's secretary in the business register after making payment of Service fee and completing KYC process.

12.3. Where the Client registers the legal address, the directors service address, contact person or company's secretary before completing KYC process, 1Office shall not accept the mail and documents delivered to the Client. In such situation, 1Office shall not be liable for any loss or damages occurred to the Client due to not receiving the mail.

12.4. Virtual office service is annual service (**Service Period**) and the Service Period starts from making the payment for the Service.

12.5. 1Office will accept mail and documents on behalf of the Client and upload the files in the User Account. The Client shall download copies of mail and documents for saving.

1Office is not obligated to keep copies of the mail and documents uploaded for the Client in the User Account.

12.6. Virtual office service includes 90 days physical storage of mail and documents of the Client. Uncollected mail will be destroyed. 1Office will not be liable to the Client for any loss, damage, charges or cost and expenses arising from destruction of the mail in accordance with this Contract.

12.7. Any claim from the Client in relation to the mail delivery and postal secrecy must be addressed directly to the national postal service provider or an engaged courier service provider.

12.8. The Client undertakes to notify 1Office within seven (7) working days from concluding the Contract via e-mail the names and contact details of the persons who are authorized to pick up the Client's post and promptly notify of the change of such person.

12.9. 1Office reserves the right to change the address provided to the Client in the course of virtual office service. Should such a change of address occur, the Client will be notified by Primary email up to two (2) months in advance.

12.10. Upon the termination of the Contract the Client loses the right to use the legal address, contact person and directors service address provided by 1Office from the date of the termination in any way or form.

12.11. The Client undertakes to change the legal address and/or contact person and/or company's secretary and/or directors address in the business register and notify its business partners of the change of the address on the last day of the Contract. If the Client has not changed this data in the business register within one (1) month from the end of the Contract, 1Office shall submit an application to the business register for deleting incorrect data from the business register and may claim a contractual penalty from the Client in the sum equal to one (1) year Service fee. Payment of contractual penalty does not release the Client from obligation to change the data in the business register.

12.12. 1Office's total liability in connection to the virtual office service is limited to the amount, which equals to the Service fee paid by the Client for one (1) Service Period.

## ACCOUNTING SERVICE SPECIAL TERMS OF SERVICE

13.1. 1Office provides accounting services displayed on 1Office websites, in the Portal or in offer made to the Client.

13.2. Accounting service period is a calendar month (Service Period), unless otherwise agreed between Client and 1Office.

13.3. 1Office provides accounting services in accordance with applicable national laws, regulations, generally recognized accounting principles and qualifications established for organizing accounting and financial reporting of a company.

13.4. The Service fee for accounting service is displayed on the websites, in the Portal or the offer made by 1Office to the Client. The period of the Service fee calculation is a calendar month.

13.5. 1Office will suspend Services without advance notice and without any liability to Client, if the Client has arrears for the accounting Service.

13.6. The Client shall:

- submit to the accountant by the 5th (fifth) date of each calendar month at the latest digital copies of the accounting source documents of the previous calendar month. If the Client does not submit the documents by the specified term, then a situation where 1Office submits tax declarations and state reports with a delay or does not submit them by the term provided by law is not deemed a breach of the Contract;
- ensure that submitted documents and information are true, correct and complete;
- submit the accounting source documents in a language provided in the Service description. If the Client submits the accounting source documents in another language, then the Client compensates 1Office for the translation expenses related to it;
- ensure the connection of the accounting source documents submitted to 1Office with the Client's economic activity. If the content of the economic activity is difficult to understand or ambiguous in the source document and/or the connection of the performed transaction with the Client's economic activity is not clear, the Client undertakes to submit additional information and documents;
- store all accounting source documents related to the company pursuant to the procedure provided by law;
- notify 1Office in timely manner about all transactions triggering tax obligation;
- authorize the accountant to electronically submit tax declarations and state reports to all state authorities.

13.7. Transactions shall be recorded in the accounting records based on the documents.
1Office has no obligation to verify the correctness of documents provided by the Client.

13.8. 1Office has right to refuse to accept or make accounting operations on the basis of such accounting source documents in the case of which 1Office has grounds to believe that they may be a violation of tax law in case of which liability will arise for 1Office.

13.9. 1Office is not liable for incomplete or incorrect provision of services where the services have been provided on the basis of incomplete or incorrect documents and information submitted by the Client.

13.10. Upon termination of the Contract 1Office will send to the Client the accounting reports in electronic form by e-mail. 1Office shall not store accounting reports and copies of documents after the termination of the Contract. It is the obligation of the management board of the Client to store the accounting documents for a period prescribed by law.

13.11. If the Client terminates the Contract pursuant to Article 7.2, or cancels the Subscription of the accounting Service package pursuant to Articles 7.3–7.4, before the expiry of the two (2) calendar month notice period referred to in Article 7.2, the Client undertakes to pay 1Office a contractual penalty at the rate of the average Service charge of the last six (6) months, to which a coefficient of 1.25 shall be applied. This obligation applies irrespective of whether the Services are discontinued with immediate effect pursuant to Article 7.4, and is independent of 1Office's obligation to cease providing the Services from the date of cancellation.

13.12. 1Office's total liability is limited to the amount, which equals the average Service fee of the last three months paid by the Client.

**DATA PROCESSING ADDENDUM to**

**1OFFICE TERMS OF SERVICE**

July 1st, 2020

This agreement regarding processing of personal data (the **"Data Processing Agreement"** or the **"DPA"**) regulates 1Office's (the **"Data Processor"**) processing of personal data on behalf of the Client (the **"Data Controller"**) upon providing Services in accordance with the Terms of Service agreed by the Parties (the "Contract"). The Data Processor in respect of the Client is a 1Office group company which is providing the Services to the Client under the Contract.

This DPA is inseparable part of the Contract between 1Office and the Client.

**Legislation**

1.1 The Data Processing Agreement specifies the obligations of the Data Processor and the Data Controller under the European Union and national applicable data protection and privacy legislation (the" Applicable **Law**"), including the Regulation (EU) 2016/679 (**GDPR**).

**Purpose of processing of personal data**

2.1. The purpose of the processing under the Contract is the provision of the Services by the Data Processor in accordance with the Contract.

2.2. The Data Processor only performs processing activities that are necessary and relevant to perform the obligations in accordance with the Contract.

2.3. In connection with the Data Processor's delivery of the Services to the Data Controller, the following types of personal data (the" Personal Data") will be processed by the Data Processor on behalf of the Data Controller:

– name, postal address and email address, phone number

– personal identification code/NI number/date of birth

– bank account details

– pension details

– proof of identity

– leave records

– contract of employment

– minor child details

2.4. The Data Processor processes the Personal Data about the following categories of data subjects on behalf of the Client:

– employees of the Data Controller

– private customers and suppliers of the Data Controller

– employees of the customers and suppliers of the Data Controller.

**Instructions**

3.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the" Instruction"), unless required by law to act without such instruction.

3.2. The Instruction at the time of entering into this DPA is that the Data Processor may only process the Personal Data with the purpose of delivering the Services in accordance with the Contract. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this DPA.

3.3. The Data Controller's Instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

3.4. The Data Processor will inform the Data Controller of any Instruction that it deems to be in violation of the Applicable Law and will not execute the Instructions until they have been confirmed or modified.

**Engagement of Sub-Processors**

4.1. The Data Processor is given general authorization to engage third parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the processing is transferred to any category of Sub-Processors indicated in this DPA. The categories of the Sub-Processors may be amended by 1Office from time to time and the amendment will be notified to the Data Controller.

4.2. The following categories of Sub-Processors shall be used by the Data Processor for providing Services under the Contract:

– 1Office group companies

– accounting software providers

– payroll software providers

– national employment and tax registers

– IT service providers

– subcontractors engaged for delivery of Services under the Contract.

4.3. If the Data Controller wishes to object to the new category of the Sub-Processor, the Data Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the new category of the Sub-Processor.

4.4. In the event the Data Controller objects to a Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the Contract by providing 1 month written notice to the Data Processor.

**The Data Processor's obligations**

5.1. The Data Processor shall ensure that it's employees and the Sub-Processors treat all the Personal Data as strictly confidential information.

5.2. The Personal Data shall be processed based on the lawful Instructions of the Data Controller.

5.3. The Data Processor shall implement the appropriate technical and organizational measures as set out in the Applicable Law, including in accordance with GDPR article 32.

5.4. The Data Processor shall assist the Data Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligations under the Applicable Law.

5.5. The Data Processor shall give notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach"). Notice shall be given without undue delay, if possible, within 72h from learning about the Personal data Breach.

5.6. The Data Processor makes available to the Data Controller information reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits conducted by a qualified independent auditor. Parties will agree the time of the audit, which may take place not more than once a year and the Data Processor shall have reasonable time to prepare the required information. Cost related to the audit shall be paid by the Data Controller. Any information retrieved during the audit shall be kept confidential by the Data Controller.

**The Data Controller's obligations**

6.1. The Data Controller must ensure that the Personal Data is obtained from the data subjects and it has a legal basis to process the Personal Data in compliance with the Applicable Law.

6.2. The Data Controller's obligation is to ensure the rights of the data subjects, including informing the data subjects about processing under this DPA.

**Rights of the data subjects**

7.1. If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

7.2. If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

**Liability**

8.1. 1Office liability is set out in article 10 the "Limitation of Liability" of the TOS.

**Term**

9.1. This Data Processing Agreement shall come into force from accepting the TOS by the Client and will have the same duration and termination terms as the Contract.

9.2. Following expiration or termination of the Contract, the Data Processor will delete all

Personal Data in its possession except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.