

ENGEL PRIVACY POLICY

I) Personal data protection:

This personal data Privacy Policy regulates the processing of information belonging to Affiliates by the Controller, which is the entity Engel Nova Horizons S.L.U. (hereinafter, "Engel"), a Spanish company with registered office situated at Calle Asipo, 4, Polígono Industrial Can Valero, 07011 Palma, Balearic Islands, registered in the Companies Register of Mallorca sheet PM-78415 volume 2652 sheet 177, with tax identification code ("CIF", based on its Spanish initials) B57954422, owner of the website www.drop.novaengel.com (hereinafter, the "Website").

When processing the Affiliate's personal data, Engel complies with the legislation in force in Spain at all times and, specifically, with Organic Law 3/2018 of 5 December on Personal Data Protection and the safeguarding of digital rights, and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter, the "GDPR").

Engel processes only data of a personal nature obtained from the contact forms that the Affiliate voluntarily completes. It processes such data in accordance with the principles of lawfulness, fairness and transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity, confidentiality and accountability.

The communication of personal data by the Affiliate is voluntary. However, if the Affiliate refuses to make such communication then this will make it impossible for Engel to provide certain services to the same.

II) Categories of data processed by Engel and purpose of the processing:

Through its Website, Engel processes or may process the following personal data:

- (a) Identification data: name and surname(s), identity document number.
- (b) Identification codes or passwords:
- (c) postal and email addresses.
- (d) Contact telephone number.
- (e) Website.

III) Legal basis for processing the Affiliate's data:

The legal basis for Engel processing the Affiliate's data is consent (Art. 6.1.a of the GDPR) and the performance of the General Conditions on Drop-Shipping expressly requested by the Affiliate (Art. 6.1.b of the GDPR). The communication of personal data by the Affiliate is voluntary, although it is a contractual condition to be able to receive the

services that Engel offers. However, if the Affiliate refuses to make such communication then this will make it impossible for Engel to provide certain services to the same.

The Affiliate may withdraw its consent at any time, without this affecting the lawfulness of any processing based on the consent given prior to withdrawal. Engel will always request consent and inform the Affiliate before using its data for any purpose other than those described in the Privacy Policy.

IV) Purpose of the processing of the Affiliate's data and recipient of the personal data:

Engel will process exclusively the personal data provided by the Affiliate and it will not process special categories of personal data. The purpose for which Engel processes the Affiliate's information is to provide and/or offer the services expressly requested by the latter.

Engel will transfer the personal data to its suppliers and logistics companies in order to supply the goods to the Affiliate's customer to perform the agreement. Engel will transfer data with the sole purpose of ensuring compliance with the General Conditions accepted by the Affiliate in order to provide the contracted services.

No personal data belonging to the Affiliate will be gathered through the Website without its consent and the said data will not be transferred to third parties for any reasons other than performing the services.

V) Data storage period:

The personal data provided will be stored until the service has been completed and, in any event, in accordance with the principle of time-barred actions.

VI) Affiliate's rights in the processing of its data:

The Affiliate may obtain confirmation as to whether Engel is processing personal data that concern it and obtain access to the same.

With regard to its personal data, the Affiliate may send a request to Engel to exercise its rights to access, rectification, erasure, restriction of processing, objection and portability by sending an email to dropshipping@novaengel.com and attaching a copy of the Affiliate's official identification document and clearly stating the right that the same wishes to exercise. It is possible to request forms to exercise the said rights by writing to the said email.

The Affiliate may also file a complaint with a supervisory authority.

VII) Security measures adopted by Engel to safeguard data confidentiality:

Engel implements the necessary technical and organisational measures to avoid the loss, misuse, alteration and theft of, and unauthorised access to, the personal data provided, and to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

When using the Affiliate's personal data, Engel will respect their confidentiality and use them in accordance with the purpose of the processing, and it will comply with its obligation protect them and adapt all of its technical and organisational security measures to ensure a level of security that is appropriate to the risk.

Engel pays particular attention to the risks derived from processing data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed. Engel takes measures to guarantee that anyone acting under its authority and with access to the Affiliate's personal data can process the said data only in accordance with Engel's instructions, unless such person is required to do so under the applicable Law.

VIII) Entry into force of the Privacy Policy:

The Privacy Policy was last updated on 5 February 2020.

Engel reserves the right to unilaterally update the Privacy Policy from time to time. When it does this, Engel will publish the new Privacy Policy and the date when it enters into force.

In any event, Engel will send an email to give notice of any material amendments to the Privacy Policy.

PERSONAL DATA PROCESSING AGREEMENT

For the purposes of this Processing Agreement, the Affiliate will hereinafter be referred to as the “Controller”, while Engel will be referred to as the “Processor”.

This Personal Data Processing Agreement sets out the conditions under which the Processor can process the personal data that the Controller makes available to the Processor so that the latter can provide the Services, in accordance with the provisions of Article 28 of the GDPR and Spanish personal data protection regulations.

RECITALS

- I. Among the activities that comprise its company object, the Controller carries out the Wholesale and/or retail sale of perfume and cosmetic products.
- II. Among the activities that comprise its company object, the Processor carries out the retail sale of perfume and cosmetic products.
- III. For the purposes of this agreement, the Controller has engaged the Processor to provide the service of Online Drop-Shipping (hereinafter, the “Service”). In order to provide the service, the Processor needs to process certain personal data on behalf of the Controller and the same are detailed below.
- IV. Pursuant to the regulations in force on personal data protection and, in particular, the provisions of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, the “GDPR”), specifically, Article 28, the parties freely agree to regulate access to, and processing of, the personal data needed to provide the Service.

In accordance with the above, the parties hereby agree to be governed by the following clauses.

CLAUSES

ONE. SUBJECT MATTER

The subject matter of this agreement is to establish the conditions under which the Processor can process the personal data that the Controller provides to it so that the same can provide the Services, thereby complying with the provisions of Article 28 of the GDPR and Spanish personal data protection regulations.

TWO. DEFINITIONS

For the purposes of this agreement, the following terms will have the meanings given below.

- a) “Personal data” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified,

directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Art. 4.1 of the GDPR).

- b) "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (Art. 4.2 of the GDPR).
- c) "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law (Art. 4.7 of the GDPR).
- d) "Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller (Art. 4.8 of the GDPR).

This agreement will enter into force on the date of its execution and it will remain in force until the date of termination of provision of the Services.

THREE. PURPOSE OF THE PROCESSING

Access by the Processor to the personal data held in the Controller's processing systems will be solely and exclusively for the purpose of performing the Services, in accordance with the instructions set out in Schedule I. The Processor may not process the personal data for any other purpose or end, or use the said personal data for its own purposes.

To enable the Processor to perform the Processing, the same represents and warrants to the Controller that it complies with the requirements set out in Articles 28.1 and 28.2 of the GDPR.

FOUR. IDENTIFICATION OF INFORMATION AFFECTED

The Processor will, on behalf of the Controller, process the information relating to identified or identifiable natural persons that is listed in Schedule II of this agreement.

FIVE. TERM OF THE AGREEMENT

This agreement will enter into force on the date of its execution and it will remain in force until the date of termination of the Service provision relationship between the Processor and the Controller.

SIX. THE PROCESSOR'S OBLIGATIONS

Pursuant to the provisions of Article 28 of the GDPR, the Processor will comply with the following obligations, in addition to those detailed in Schedule I:

- a) Use the personal data subject to processing, or any such data that it may collect for inclusion, only for the purpose of this Service. In no event may it use the data for its own purposes.
- b) Process the data in accordance with the Controller's instructions. If the Processor deems that any of the instructions breach the GDPR or any other provisions of the European Union or Member States regarding data protection, it must immediately notify the Controller.
- c) Process the personal data in accordance with the security criteria and content set out in Article 32 of the GDPR and observe and adopt the necessary or advisable technical and organisational security measures to ensure the confidentiality, secrecy and integrity of the personal data.
- d) Keep a written record of all categories of processing activities carried out on behalf of the Controller, pursuant to Article 30.2 of the GDPR, including:
 - i. The name and contact data of the Processor and of the Controller on whose behalf the Processor is acting, and, where applicable, of the Controller's or the Processor's representatives and data protection officers, where applicable.
 - ii. The categories of processing carried out on behalf of each controller.
 - iii. Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of the transfers set out in the second subparagraph of Article 49.1, the documentation of suitable safeguards.
 - iv. All appropriate technical and organisational measures to ensure an appropriate level of security in view of the processing risk, in accordance with Article 32 of the GDPR.
 - v. Where possible, a general description of all technical and organisational security measures related to:
 - the pseudonymisation and encryption of personal data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore availability and access to personal data in a timely manner in the event of a physical or technical incident;

- the process to regularly test, assess and evaluate the effectiveness of technical and organisational measures for ensuring the security of the processing;
- personal data transfers to third countries and, where applicable, documentation containing the appropriate safeguards.

SEVEN. THE CONTROLLER'S OBLIGATIONS

The Controller agrees to comply with the following obligations:

- a) provide the Processor with the data set out in Schedule II of this Agreement;
- b) carry out an assessment of the impact on personal data protection of the processing operations that the Processor is going to perform, provided that this is mandatory under the provisions of the GDPR and the Spanish data protection regulations;
- c) carry out the corresponding prior consultations, provided that this is mandatory under the provisions of the GDPR and the Spanish data protection regulations;
- d) monitor, beforehand and throughout all processing, to ensure that the Processor complies with the GDPR and the Spanish data protection regulations;
- e) supervise the processing.

EIGHT. SUBCONTRACTING

The Controller authorises the Processor to subcontract performance of the Services. Specifically, it consents to the use of courier services to be able to perform the Services. It will not be necessary to give prior notice to the Controller and neither will the express acceptance of the same be necessary to be able to perform the said subcontracting.

Regarding Sub-Processors of data belonging to natural or legal persons, the Processor will engage only Sub-Processors that comply with the GDPR and the corresponding Spanish regulations. It will also enter into an agreement with the sub-processor containing the same clauses and obligations as those contained herein and taking into account all other applicable paragraphs of the GDPR.

NINE. NON-DISCLOSURE

The parties agree to maintain due confidentiality concerning the facts, information, knowledge, documents, subject matter and any other elements protected by secrecy to which they may have access as a result of the service provision relationship and they may not use the information to which they have access for any purpose other than performing the agreement between the parties. In particular, they will uphold the duty of secrecy regarding the personal data to which they have access by virtue of this agreement, including once the agreement has been terminated.

They will refrain from disclosing data derived from the services engaged to third parties without the Controller's express authorisation, except in the legally permissible scenarios or if they are required to do so by law.

TEN. PERSONAL DATA BREACHES

In the event of a data breach concerning the data that the Processor is processing, the same must notify the Controller without undue delay and, where feasible, not later than 72 hours after having become aware of it.

In the event of a data breach concerning the data that the Controller is processing, the same must notify the Supervisory Authority without undue delay and, where feasible, not later than 72 hours after having become aware of it.

At least the following information must be provided, if available:

- a) the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- b) name and contact details of the data protection officer or other contact point where more information can be obtained;
- c) description of the likely consequences of the personal data breach;
- d) description of the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

If it is not possible to provide all of the information simultaneously, the information that is unavailable should be provided gradually and without undue delay.

ELEVEN. LIABILITY

Each Party will be individually and independently liable for complying with its respective obligations concerning personal data protection and will hold the other harmless in the event of any loss or damage of any type that the other party may incur owing to its breach of the obligations established herein and/or of those applicable to it by law.

TWELVE. INFORMATION CONCERNING PROCESSING OF THE DATA IN THIS AGREEMENT

The representatives of both parties declare that they have been informed and that they consent to their personal data being included in the systems of the other party and processed by the same for the purpose of correctly carrying out the services subject hereto.

The personal data herein are required to perform the same.

In order to keep the data up-to-date at all times, each party must notify the other of any amendments to the said personal data.

In the event that either Party provides information containing personal data to their employees or to third parties, the same warrants that the said information complies with all of the safeguards established in the regulations in force concerning the right of information and, if

necessary, that the consent of the data subjects to disclose data to the other party has been obtained.

These data will be stored while the legal relationship remains in force and, in any event, for the time periods established in the applicable legal provisions and for the necessary time to address any possible liabilities derived from the processing.

Any data subject has the right to file a complaint with a supervisory authority and the same may exercise their rights of access, rectification, erasure, restriction of processing, objection and portability by sending a request to the corresponding party at the address set out in the preamble of this document, stating the right they wish to exercise and providing their valid official identity document.

THIRTEEN. APPLICABLE LAW AND JURISDICTION

The parties agree to perform, in a timely manner, all mandatory provisions that affect commercial agreements in accordance with Spanish legislation. For any disagreements that may arise in the performance of this agreement, the parties, with express waiver of their own jurisdictions, where applicable, mutually agree to be subject to the courts of Palma de Mallorca.

In witness whereof, the parties hereunto set their hands, in two identical counterparts, in the place and on the date first above written.

SCHEDULE I

a) Description of service type:

supply of perfume and cosmetic products to the Controller's customers, as requested by the Controller, packaging them and directly sending them to the said customers.

b) Description of how the service will be provided:

the Service will be provided by the Processor at its own premises and using its systems, which are third-party to those of the Controller.

c) Specific operations that will be performed concerning the personal data (tick the corresponding boxes):

- Collection
- Registration
- Organisation
- Structuring
- Conservation or storage
- Adaptation or modification
- Extraction
- Queries
- Use
- Communication by transfer
- Dissemination
- Comparison or checking
- Combination or interconnection
- Restriction
- Erasure
- Destruction
- Other operations (specify):

SCHEDULE II
IDENTIFICATION OF THE INFORMATION AFFECTED

a) General description of the types of personal data subject to processing and of the groups or categories of data subjects:

personal data required to send the contracted products to the Controller.

d) Types of personal data that will be processed:

- Academic and professional
- Union membership
- Personal characteristics
- Social circumstances
- Beliefs
- Biometric data
- Genetic data
- Location data
- Criminal data
- Employment data
- Postal address
- Email address
- Economic, financial and insurance
- Signature / Fingerprint
- Electronic Signature
- Ideology
- Online identifier
- Image / Voice
- Marketing information
- Administrative offences and fines
- Physical marks
- NIF (Spanish tax ID no.) / DNI (Spanish national ID doc.)
- Name and surname(s)
- Social Security / Mutual Insurance no.
- Racial or ethnic origin
- Religion
- Health
- Solvency and credit rating
- Health card
- Telephone
- Transactions involving goods and services
- Sex life
- Other data (specify):

e) Groups and categories of data subjects:

- Members
- Beneficiaries
- Holders of public office
- Customers and users

- Potential customers
- Collegiate members
- Employees
- Students
- Employees of contractors and subcontractors
- Patients
- Parents or guardians
- Contact persons
- Owners or lessees
- Suppliers
- Legal representatives
- Residents
- Applicants
- Other groups (specify):