

PERSONAL DATA PROCESSING AGREEMENT

FIKU s.r.o.

Company authorised to provide accounting services with registered office at Klášterecká 1053/29, 184 00 Praha 8, ID No: 07018932 (hereinafter referred to as "Processor").

and

xxxx

registered office at

(hereinafter referred to as the "Administrator").

(Administrator and Processor individually hereinafter referred to as "Contracting Party" together hereinafter referred to as "Contracting Parties")

PREAMBLE

WHEREAS THE:

A. The contracting parties concluded a service provision agreement (hereinafter referred to as the "Main Agreement") on 1 January 2024, on the basis of which the Processor provides the Administrator with services consisting of keeping and processing accounting, keeping and processing tax records, keeping and processing payroll agendas for employees of the Administrator, and the provision of economic and tax consulting services;

B. fulfillment of the subject of the Main Agreement includes activities during which personal data is processed by the Processor for the Administrator;

C. on the basis of applicable generally binding legal regulations, the Administrator is obliged to enter into a written contract with the Processor on the processing of personal data;

D. to the above, the Contracting Parties have entered into this agreement on the processing of personal data (hereinafter referred to as the "Agreement"), and have committed themselves to the below-mentioned rules and conditions on the handling of personal data, which they undertake to comply with; and

E. after termination of the activity of the Processor for the Administrator, or after termination of the provision of services associated with processing based on the Main Agreement, the obligations of the Processor to secure and protect personal data, the obligation of confidentiality, and the obligations related to the termination of the activity of the processor do not cease; THE PARTIES HAVE AGREED AS FOLLOWS.

1. Purpose of the Agreement

1.1 The contracting parties have agreed in the Main Agreement that the Processor will provide the Administrator with activities that involve the processing of personal data (hereinafter referred to as "Personal Data").

1.2 The purpose of this Agreement is to ensure the protection of Personal Data during their processing within the framework of the fulfillment of the subject of the Main Agreement.

2. Object of the contract

2.1 The subject of this Agreement is the definition of mutual rights and obligations in the processing of Personal Data, which occurs as a result of the performance of activities defined in the Main Agreement and in this Agreement.

3. Specific conditions for the processing of Personal Data

3.1 Personal data are processed by the Processor for the Administrator in such a way that the Processor's obligations under the Main Agreement are fulfilled.

3.2 The Contracting Parties have agreed that:

3.2.1. subject and duration of processing;

3.2.2. nature and purpose of processing;

3.2.3. type of Personal Data;

3.2.4. categories of data subjects; and

3.2.5. any other processing conditions; are specified in more detail in Appendix No. 1 of this Agreement.

4. Ways of processing Personal Data

4.1 The Processor processes Personal Data only on the basis of the Administrator's instructions, unless this processing is already required by the legal regulations that apply to the Processor. The processor takes into account the nature of the processing.

4.2 After termination of the provision of services related to the processing of Personal Data, the Processor shall, in accordance with the Administrator's decision, either delete or otherwise technically remove all Personal Data, or return them to the Administrator, and delete existing copies, unless the applicable legal regulations require the storage of the Personal Data.

5. Rules for persons involved in processing

5.1 Any person who acts on behalf of the Processor and has access to Personal Data may only process such Personal Data on the instructions of the Controller, unless their processing is required by applicable legal regulations. The processor will take appropriate measures to ensure this requirement.

5.2 The Processor shall ensure that the persons authorized to process Personal Data commit to confidentiality or that they are subject to a legal obligation of confidentiality.

5.3 If permitted by generally binding regulations, the Processor is entitled to entrust the processing to another processor, but only with the prior written consent of the Administrator. If the Processor engages another processor to carry out certain Personal Data processing activities on behalf of the Administrator, this additional processor must be imposed on the basis of a contract or other legal act the same obligations to protect Personal Data as agreed between the Administrator and the Processor, in particular

in relation to the provision of sufficient guarantees in terms of the introduction of appropriate technical and organizational measures so that the processing of Personal Data meets the requirements of legal regulations and the rules and conditions of handling Personal Data, which the Contracting Parties have undertaken to comply with.

6. Guarantees about technical and organizational security for the protection of Personal Data

6.1 Taking into account the state of the art, implementation costs, nature, scope, context and purposes of Personal Data processing, as well as the variously probable and variously serious risks to the rights and freedoms of natural persons, the Processor shall implement appropriate technical and organizational measures to ensure a level of security corresponding to the given risk, according to nature including:

6.1.1. pseudonymization and encryption of Personal Data;

6.1.2. capabilities to ensure ongoing confidentiality, integrity, availability and resilience of Personal Data processing systems and services;

6.1.3. the ability to restore the availability of Personal Data and access to it in a timely manner in the event of physical or technical incidents; and

6.1.4. the process of regular testing, assessment and evaluation of the effectiveness of established technical and organizational measures to ensure the security of Personal Data processing.

6.2 When fulfilling the obligations under this Agreement, the Processor is obliged to take into account the risks posed by the processing of Personal Data, in particular accidental or illegal destruction, loss,

alteration, unauthorized disclosure of transferred, stored or otherwise processed Personal Data, or unauthorized access to them.

6.3 The Processor, and its possible representative, keeps records of all categories of Personal Data processing activities performed for the Administrator, which include:

6.3.1. the name and contact details of the Processor or other processors, as well as the Administrator and any representative of the Processor and the Personal Data Protection Officer;

6.3.2. category of Personal Data processing carried out for the Administrator;

6.3.3. information on the possible transfer of Personal Data to a third country or international organization, including the identification of this third country or international organization, and respectively documentation of suitable guarantees; and

6.3.4. description of technical and organizational security measures.

Records are made in writing, including electronic form.

6.4 The Processor shall ensure appropriate personal, industrial and administrative security of the processed Personal Data and the security of information or communication systems and cryptographic protection. In particular, it will ensure that the objects in which the processed Personal Data are located are adequately secured. When processing Personal Data electronically, the Processor will comply with the rules of the ČSN ISO/IEC 27005 (369790) standard, or standards that replaced it.

6.5 The processor protects data from access by unauthorized persons by preventing the access of unauthorized persons to its premises, as well as by properly protecting software and hardware.

6.6 The processor further:

6.6.1. ensure that systems for processing Personal Data are used only by authorized persons;

6.6.2. ensure that natural persons authorized to use systems for the processing of Personal Data have access only to Personal Data corresponding to the authorization of such persons, on the basis of special user authorizations established exclusively for such persons;

6.6.3. obtains electronic records that allow to determine and verify when, by whom and for what reason Personal Data was recorded or otherwise processed;

6.6.4. prevents unauthorized access to data carriers; and

6.6.5. is not authorized to store Personal Data in public storage.

7. Cooperation of the Processor

7.1 The Processor will provide the Administrator with appropriate cooperation to fulfill the Administrator's obligation to respond to requests for the exercise of the data subject's rights, including through appropriate technical and organizational measures.

7.2 Furthermore, the Processor will provide the Administrator with appropriate cooperation in ensuring the fulfillment of obligations in relation to the security of Personal Data, taking into account the nature of their processing and the information available to the Processor.

7.3 The Processor shall provide the Administrator with all the information necessary to demonstrate that the obligations under this Agreement have been fulfilled, and shall enable relevant audits, including inspections, carried out by the Administrator or another auditor authorized by the Administrator, and shall cooperate with these audits.

7.4 The Processor immediately informs the Administrator if, in its opinion, a certain instruction of the Administrator violates legal regulations regarding the protection of Personal Data.

7.5 The Processor shall immediately inform the Administrator in the event of any difficulties in the fulfillment of obligations in the matter of Personal Data protection and of all circumstances relating to the violation of obligations in the processing and protection of Personal Data. In such a case, the Processor shall take all necessary measures in the shortest possible time to ensure the protection of Personal Data and subsequently proceed in accordance with the Administrator's instructions, if they are communicated to him.

Upon request, the Processor shall provide the Administrator with evidence of technical and organizational measures taken and implemented to ensure the protection of Personal Data.

7.6 In the event that proceedings are initiated by a state administration body or other similar entity in connection with the processing of Personal Data by the Processor, the Processor shall provide the Administrator with all possible cooperation in these proceedings.

7.7 The Processor regularly checks the functionality and adequacy of its internal control and risk management systems, including the management of the risk of extraordinary events that could have a significant negative impact on the proper performance of Personal Data processing.

7.8 The Administrator has the right to regularly verify with the Processor the compliance of the processing of Personal Data with this Agreement, applicable legal regulations and internal regulations of the Administrator, with which the Administrator has demonstrably familiarized the Processor.

7.9 The Administrator is entitled to check compliance with the obligations of the Processor, or in another place where Personal Data is processed. For this purpose, the Processor shall provide the persons who will be authorized by the Administrator to carry out the inspection access to all relevant information and to the relevant places where the processing of Personal Data takes place, including adequate access to the Processor's computer networks.

7.10 The Processor must have implemented knowledge policies to ensure secure access to the operating system, databases and applications where Personal Data is processed.

7.11 The Processor shall ensure that only authenticated and authorized users can access the systems in which Personal Data for the Administrator are processed. The Processor will ensure that access to the Administrator application can only be granted to users who have this access approved by the Administrator. The administrator can request a list of people who have access, including their permissions.

8. The Processor's responsibility and the consequences of a breach of duty when managing Personal Data

8.1 If, in connection with a demonstrable violation of the Processor's obligations related to the handling of Personal Data, the Administrator is required to pay a fine or compensate for damage or provide monetary compensation, the Processor is obliged to provide compensation to the Administrator in the full amount of the imposed fine or the imposed compensation for damage or monetary compensation, including related costs (e.g. for legal representation).

9. Duration and termination of the Agreement

9.1 This Agreement is concluded for the duration of the Main Agreement. This does not affect the obligations arising from the Preamble.

9.2 The Administrator is entitled to terminate this Agreement without reason and without a notice period.

9.3 The emergence of the right to withdraw or terminate this Agreement according to Article 9.2 of this Agreement simultaneously results in the emergence of the Administrator's right to withdraw or terminate the Main Agreement with the same immediate effect or notice period, in the event that the Main Agreement does not stipulate otherwise for this case withdrawal or notice period.

10. Cooperation and mutual communication of the Contracting Parties

10.1 The contracting parties undertake to cooperate with each other and to provide each other with the information necessary to fulfill their obligations under this Agreement.

10.2 The Contracting Parties appoint their representatives who will ensure the cooperation and mutual information of both Contracting Parties, the transfer of necessary materials, documents and outputs (hereinafter referred to as "Contact Persons"). Changes to data in the list of Contact Persons shall be notified by the Contracting Party in writing or electronically, indicating the effective date of these changes, which shall not occur earlier than the 10th (tenth) working day after receiving the notification. Acceptance of the other Contracting Party is not required for these changes.

The contact person for the Administrator is:

Jakub Ryba

E-mail: jakub@totembikes.cz

Tel: +420 608 830 156

The contact person for the Processor is:

name: Mgr. Martin Kučera

address: Klášterecká 1053/29, 184 00 Prague 8, Czech Republic

phone: + 420 602 561 772

e-mail: martin.kucera@fiku.cz

10.3 Unless otherwise stipulated in this Agreement, notifications are sent to the relevant Contact Person in the Czech language. Unless otherwise provided in this Agreement, notice shall be effective immediately upon receipt and shall be deemed to have been received:

10.3.1. upon delivery, if delivered in person, by registered post or courier; or

10.3.2. when transmitted in legible form, if delivered by fax or e-mail

10.4 If delivered by fax, in person or email after 5:00 p.m. on a business day or non-business day, the notice will be deemed to have been delivered at 9:00 a.m. on the next business day. The times given in this article refer to the local time valid in the recipient's country.

11. Final Provisions

11.1 This Agreement becomes valid and effective on the date of its conclusion.

11.2 Generally binding legal regulations apply to matters not specifically regulated in this Agreement. The contract is governed by the legal system of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code").

11.3 The contracting parties undertake to resolve any disputes that may arise between them in connection with the implementation or interpretation of this Agreement through negotiation and mutual agreement. If it is not possible to resolve the dispute in question by mutual agreement of the Contracting Parties, such dispute will be submitted to the competent court by one of the Contracting Parties.

11.4 This Agreement may be amended or canceled only in writing, unless otherwise provided in this Agreement.

11.5 This Agreement is drawn up and signed in 2 (two) copies, with each Contracting Party receiving 1 (one) copy.

11.6. In the event that any provision of this Agreement is or becomes invalid, ineffective or unenforceable in the future, or if it is found by such a competent authority, the other provisions of this Agreement remain in force and effect, if due to the nature of such provision or its content or circumstances, under which it was concluded, it does not follow that they cannot be separated from the rest of the content of this Agreement. The contracting parties undertake to replace the invalid, ineffective or unenforceable provision of this Agreement with another provision, which in its content and meaning best corresponds to the original provision and this Agreement as a whole.

11.7 The following annex is part of this Agreement:

Appendix No. 1: Specific conditions for the processing of Personal Data

11.8 The Contracting Parties declare that they have read this Agreement properly before signing it, understand its content, that this Agreement is a manifestation of the true, free and error-free will of the Contracting Parties, who concluded it in accordance with public order and good morals without coercion and not under conspicuous disadvantageous conditions, and attach their handwritten signatures as proof of this.

Appendix No. 1 - Specific conditions for the processing of Personal Data

1. Purposes and legality of processing and categories of personal data

1.1. Processing purposes

1.1.1. The processing purposes for which personal data are intended are:

- a) management of the personnel payroll of the Administrator;
- b) keeping and processing accounting;
- c) maintaining and processing tax records;
- d) mediation of tax consultancy services.

2. Preservation of personal data of the data subject

2.1 For the entire period of validity of the Main Agreement or for the entire period of validity of this Agreement, and for the relevant period of the archiving period established by law.

3. Nature of Personal Data processing

3.1 Manual.

4. Category of data subject

4.1 The data subject categories are:

- a) clients;
- b) employees.

5. Type of Personal Data

5.1 Types of Personal Data are:

- a) name and surname;
- b) social security number;
- c) date of birth;
- d) place of birth (district);
- e) permanent residence (street, city, district, zip code);
- f) status (family);
- g) type of employment;
- h) date of commencement;
- i) employment;
- j) function;
- k) health insurance company;

- l) student;
- m) basic monthly salary;
- n) agreed remuneration over and above the gross salary (approximately);
- o) hourly wage;
- p) entitlement to leave;
- q) salary payment by non-cash transfer to account no.;
- r) bank code;
- s) specific symbol (for spořicí accounts); and
- t) signature of the employee.