PERSONAL DATA PROCESSING AGREEMENT

according to the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as the "**Personal Data Processing Agreement**")

between

on the one hand:

[Name of the company (Feedyou customer)]

ID No.: [to be supplemented]

Registered office: [to be supplemented]

Registered in the Commercial Register maintained by the [to be supplemented], Section [to be supplemented], File [to be supplemented]

Represented by [to be supplemented], [position to be supplemented]

(hereinafter referred to as the "**Controller**")

and

on the other hand:

Feedyou s.r.o.

ID No.: 029 27 438

Registered office: Staňkova 1322, 530 02 Pardubice

Registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, File 33539

Represented by [to be supplemented], [position to be supplemented]

(hereinafter referred to as the "**Processor**")

(jointly referred to as the "**Contractual Parties**")

1.   Introductory Provisions

1.1   This Personal Data Processing Agreement is concluded in connection with the new legal regulation of the personal data protection, i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as the "**GDPR**") for the purposes of ensuring the protection of personal data of natural persons transmitted to the Processor and in order to comply with the GDPR statutory requirements.

1.2   The Contractual Parties concluded the Licence Agreement (hereinafter referred to as the "**Business Agreement**") the object of which is provision of the licence for using Feedyou Platform within the framework of the agreed subscription.

1.3   When providing services, the Processor processes personal data of the Controller and it is therefore necessary to protect, within this cooperation, the transmitted personal data; therefore, the Contractual Parties conclude this Personal Data Processing Agreement.

2. Subject-matter of the Personal Data Processing Agreement and Representations of the Contractual Parties

2.1 The subject-matter of this Personal Data Processing Agreement is the obligation of the Processor to process for the Controller personal data of natural persons to be transmitted to the Processor by the Controller, in particular for the following purpose(s):

   a. provision of virtual assistants (chatbots, voicebots) service on the basis of the concluded Business Agreement,

   b. direct marketing and sending commercial communications/notices,

   c. accounting and keeping tax records,

   d. enforcement of rights and receivables.

2.2 The Controller represents that it processes personal data in compliance with valid legal regulations.

2.3 The Processor represents to be capable to ensure suitable technical and organizational measures in order to comply with valid legal regulations when processing personal data, namely in the manner preventing misuse of personal data by a third person. Information about security measures of the data Processor: https://feedyou.ai/cs/privacy-security/

2.4 No entitlement to remuneration or price or entitlement to a similar payment in relation to the subject-matter of this Personal Data Processing Agreement ensues for the Processor from this Personal Data Processing Agreement. The provisions of the Business Agreement concerning remuneration, price or entitlement to a similar payment shall not be affected by this Personal Data Processing Agreement.

3. Personal Data

3.1 The Processor will process personal data of the Controller, its employees and other end-users of virtual assistants of the Controller (hereinafter referred to as the "**data subjects**").

3.2 On the basis of this Personal Data Processing Agreement and during provision of the Processor's services under the Business Agreement, namely the following personal data of data subjects are to be processed:

   a. name, surname, mailing address, possibly permanent residence address, date of birth,

   b. ID. No., Tax ID No.,

   c. email address,

   d. telephone number

(hereinafter referred to as the "**personal data**").

4. Rights and Obligations of the Contractual Parties

4.1 The Controller undertakes:

   a) to ensure that the transfmitted personal data are processed by the Controller legitimately and to the corresponding scope, i.e. while complying with the conditions stipulated by the GDPR, or that data subjects' consents to data processing are provided under the conditions of the GDPR and other legal regulations;

b) to transmit personal data to the Processor or enable the Processor access to such data.

4.2 The Processor undertakes:

a) to comply with the conditions and obligations stipulated by this Personal Data Processing Agreement and, at the Controller's request, to provide all information necessary to prove that the conditions and obligations stipulated in this Personal Data Processing Agreement are complied with, in particular immediately, however always within 10 days at the latest;

b) to process personal data according to the documented instructions of the Controller in compliance with Article 8 of this Personal Data Processing Agreement;

c) not to process personal data to which this Personal Data Processing Agreement applies for its own purposes which are different or contrary to this Personal Data Processing Agreement. If the Processor breaches this provision and determines the purpose and means of processing in relation to personal data, the Processor shall become the Controller of personal data, including relating liability for compliance with obligations imposed on the Controller by the GDPR;

d) prior to processing personal data, to ensure that personal data are protected against misuse or access by third persons, in particular by binding its employees or business partners by non-disclosure obligation concerning processing regulated by this Personal Data Processing Agreement, unless such persons are bound by statutory non-disclosure obligation to at least the same scope, whereas such obligation shall last even after termination of this Personal Data Processing Agreement;

e) to take into account the nature of the processing and assist the Controller, if possible, through suitable technical and organizational measures for fulfilment of the obligation of the Controller to respond to requests for exercise of the data subject's rights set in the GDPR. In case of delivery of a request for exercise of the data subject's rights to the Processor, the Processor is obliged to hand over this request to the Controller without undue delay, however, within 30 days from delivery at the latest;

f) inform the Controller without undue delay if, according to the opinion of the Processor, a certain instruction of the Controller breaches the GDPR or other relevant legal regulations, in particular legal regulations concerning the personal data protection.

4.3 The Processor undertakes to enable the Controller or third persons authorized by the Controller to carry out checks and audits to determine whether personal data are processed in compliance with the GDPR, relevant legal regulations and this Personal Data Processing Agreement, in particular under the following conditions:

a) the Processor is shall enable the Controller or a third person authorized by the Controller to carry out a check after receipt of a notice sent by the Controller at least 14 days prior to such check;

b) the Processor shall provide the Controller or a third person authorized by the Controller with full cooperation and requested information without undue delay, however, within 14 days from the request at the latest;

c) communication between the Parties concerning checks and audits according to Article 4.3 of this Personal Data Processing Agreement shall be governed by Article 8 of this Personal Data Processing Agreement;

d) the Controller is entitled to carry out audits and checks once a year, however, should the Controller consider it reasonable, it is entitled to carry out audits and checks more

frequently, particularly in the case of the justified suspicion of breach of the Personal Data Processing Agreement by the Processor;

    e)   the Processor shall provide necessary cooperation to the Controller and shall appoint a contact person for the purposes of a relevant audit or check;

    f)   the Processor shall bear all costs arisen in connection with an audit or check;

    g)   the Processor shall communicate and provide cooperation to a third person authorized to carry out an audit and check as if being the Controller itself.

4.4   The Processor undertakes to assist the Controller to ensure compliance with the obligations according to Articles 32 to 36 of the GDPR while taking into account the nature of the processing and information available to the Processor, in particular:

    a)   to implement suitable technical and organizational measures;

    b)   to set internal processes for notification and reporting breach of security of personal data, as regulated in Article 5 of this Personal Data Processing Agreement;

    c)   to provide the Controller with necessary cooperation and possibly information and documents which are reasonably requested by the Controller in connection with preparation of the data protection impact assessment according to Article 35 of the GDPR and for the prior consultations with relevant supervisory authority according to Article 36 of the GDPR. The Processor shall consult with the Controller any direct communication with the relevant supervisory authority which concerns personal data processing under this Personal Data Processing Agreement.

4.5   Both Contractual Parties undertake to provide each other with necessary cooperation for the purposes of fulfilment of this Personal Data Processing Agreement.

5.   Breach of Personal Data Security

5.1   The Processor shall inform the Controller about breach of personal data security or imminent risk without undue delay, however, within 48 hours from the time when the Processor learned about the breach at the latest.

5.2   The Processor shall provide the following information concerning breach to the Controller:

    a)   description of the nature of the relevant case of the personal data breach, including, if possible, categories and an approximate number of the affected data subjects and categories and an approximate number of the affected personal data records;

    b)   description of likely consequences of breach of the personal data security;

    c)   description of measures adopted or suggested for adoption by the Processor with the objective to solve the relevant breach of the personal data security, including possible measures to mitigate possible adverse impacts;

    d)   and other information requested by the Controller, however, within 48 hours from the request at the latest.

5.3   The Processor shall inform the Controller about breach of security as provided in Article 5 of this Personal Data Processing Agreement, in the manner stipulated in Article 8 of this Personal Data Processing Agreement while using e-mail and subsequent telephone verification of delivery of the e-mail message.

6.   Duration of the Personal Data Processing Agreement

6.1 The Personal Data Processing Agreement is concluded for the period during which the services under the Business Agreement are to be provided.

6.2 After termination of the Business Agreement, regardless of whether by lapse of time, agreement, notice of termination, withdrawal or in another manner, the Processor shall hand over all personal data back to the Controller, including any information supplemented by the Processor or which relate to personal data, particularly within 30 days from termination of the Business Agreement, both in the printed form and electronic database form, namely in the form agreed by the Contractual Parties. Should the handover of personal data under this Article of the Personal Data Processing Agreement is technically unfeasible, the Processor shall destroy all personal data, except for the data which the Processor is obliged to maintain in order to comply with its statutory obligations or the protection of its rights.

6.3 After handing over the personal data according to Article 6.2 of this Personal Data Processing Agreement, the Processor shall destroy all these personal data, in particular within 30 days from termination of the Business Agreement, except for the data which the Processor is obliged to maintain in order to comply with its statutory obligations.

6.4 The Processor is obliged to issue a written confirmation to the Controller about compliance with the obligations stipulated in Article 6.2 and Article 6.3 of this Personal Data Processing Agreement or about termination of proceedings in which the Processor defends its rights.

7. Personal Data Processing by Third Persons and Handover of Personal Data to Third Countries or International Organizations

7.1 The Processor is authorized to appoint another Processor (sub-processor) for processing personal data under this Personal Data Processing Agreement only subject to the prior written consent of the Controller.

7.2 Should the Processor use another processor (sub-processor) for processing personal data, the Processor is obliged to conclude an agreement on personal data processing with such processor, particularly to the same scope of conditions governing personal data processing as those stipulated in this Personal Data Processing Agreement. In such case, the Processor shall be liable for personal data processing as if it was processing them itself, namely in the case that obligations stipulated by relevant legal regulations or relevant Personal Data Processing Agreement are breached by a third person.

7.3 The Processor is authorized to transmit personal data to third countries or international organizations only if:

a) the Processor is doing so on the basis of the instructions of the Controller according to Article 4.2 b) of this Personal Data Processing Agreement;

b) the transmission is required by relevant legal regulations and the Processor informs the Controller about such obligations prior to the transmission, if legal regulations permit so;

c) relevant conditions for transmission to third countries or international organizations specified in Chapter V of the GDPR are satisfied.

8. Communication between the Contractual Parties

8.1 The Contractual Parties agree that the communication between them concerning any matters

having impact on the rights and obligations of the Contractual Parties which are stipulated in this Personal Data Processing Agreement will be carried out by email while using the contact data specified in Article 8.2 of this Personal Data Processing Agreement.

8.2   Any changes of contact persons or contact data in Article 8.2 of this Personal Data Processing Agreement may be carried out by means of a written notice providing a specific effective date.

9.   Contractual Fine and Sanctioning Arrangements

9.1   The Processor will pay the sanction to the full scope in the case that, on the basis of the Processor's misconduct, obligations set by the GDPR and other legal regulations or Processor's obligations under this Personal Data Processing Agreement are not complied with, including an event of force majeure, or if the Processor failed to implement suitable technical, organizational and security measures under this Personal Data Processing Agreement or under relevant legal regulations, or if the state authority authorized to carry out control and impose sanctions in the field of personal data protection assesses a sanction. The Processor is liable for all sanctions imposed by an authorized organ in the case that such sanctions were imposed in connection with the Processor's activities.

9.2   Should the data subject assert in connection with data processing under this Personal Data Processing Agreement the entitlement to compensation of property or non-property damage for which the Processor is liable, the Processor shall duly satisfy the data subject within 30 days from being notified by the Controller. Should the Processor fail to satisfy such claim within the stipulated time-limit, the Controller shall be authorized to satisfy the claim and shall subsequently have the right to claim indemnification from the Processor for the satisfied claims.

10.   Final Provisions

10.1   This Personal Data Processing Agreement, as well as rights and obligations arising from this Personal Data Processing Agreement on in connection therewith shall be governed by the Act No. 89/2012 Coll., Civil Code, and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data.

10.2   Any disputes arisen in connection with this Personal Data Processing Agreement will be solved by the locally competent courts of the Czech Republic.

10.3   This Personal Data Processing Agreement becomes valid and effective on the day when signed by both Contractual Parties.

10.4   This Personal Data Processing Agreement represents the entire agreement of the Contractual Parties on the subject-matter of this Personal Data Processing Agreement and it replaces all previous arrangements of the Contractual Parties, oral and written, about the personal data protection in relation to the Business Agreement. All changes or amendments of this Personal Data Processing Agreement must be done in the written form only. For the purposes of this provision, i.e. Article 10.4 of this Personal Data Processing Agreement, e-mail shall not be considered the written form.

10.5   Should any provision stated in this Personal Data Processing Agreement be found invalid, ineffective or incomplete by a relevant authority or by both Contractual Parties, such provision

shall be considered separate from the remaining part of the Personal Data Processing Agreement which shall remain unaffected by such invalidity, ineffectiveness or incompleteness. Both Contractual Parties undertake to develop maximum efforts with the objective to replace such provision by a new provision being without defects whereas its content will be as much as close to the original provision.

10.6 Unless this Personal Data Processing Agreement stipulates otherwise, the terms used therein shall be interpreted in the meaning of the GDPR.

10.7 This Personal Data Processing Agreement is made in <u>two (2) counterparts</u> of which each Contractual Party shall receive one (1) counterpart.

10.8 The Contractual Parties represent that they have read this Personal Data Processing Agreement prior to signing it and agree with its content. They further represent that this Personal Data Processing Agreement expresses their true, free and serious will and in witness thereof they affix their signatures below.

Controller:

In _____ on _____

_____
[to supplement name and position]

Processor:

In _____ on _____

_____
[to supplement name and position]