

DATA PROCESSING ADDENDUM

This Data Processing DPA ("DPA") forms integral part of the Terms available at <https://kiuub.com/terms> "**Terms**") between the Company and the client.

Any terms not explicitly defined within this DPA shall inherit the meanings ascribed to them in the Terms.

1 ROLE OF THE PARTIES

- 1.1 The client acknowledges that the Company utilizes third-party SaaS tools to deliver its Services.
- 1.2 The parties agree that:
 - (a) the client acts as a controller when using the third-party SaaS tool; and
 - (b) the Company operates as a processor when (i) employing the third-party SaaS tool for the client, with the provider of SaaS tool serving as its sub-processor; or (ii) provides other Services to the client.

2 THE SUBJECT OF DPA

- 2.1 Pursuant to this DPA, the client authorizes the Company to process personal data to the extent and under the terms and conditions set forth in this DPA. The Company undertakes, based on the Client's instructions, to process Client data (as specified in Article 2.6 of this DPA) in a manner that ensures all processing activities conducted by the Company on the client's behalf adhere to the EU General Data Protection Regulation 2016/679 (the "**GDPR**"), and any applicable laws related to personal data protection in the Slovak Republic (the "**Laws**").
- 2.2 The Company may process Client data only in connection with the provision of the Services.
- 2.3 The processing of Client data will be carried out for the primary purpose of facilitating the Services offered by the Company.
- 2.4 The Company may process Client data exclusively upon obtaining a documented instruction from the client, unless such processing is compelled by the GDPR or the Laws.
- 2.5 The Company is entitled to process Client data related to the provision of the Services only for the duration of the Services, unless the Laws require the Company to process such data for a longer period of time.
- 2.6 Based on this DPA, the Company will process any personal data provided by or on behalf of client to the Company in connection with client's use of the Services, and any other personal data that is otherwise collected, generated or processed by Company in connection with the provision of the Services, in particular:
 - (i) contact information: name, surname, title, address, phone number, e-mail;
 - (ii) other information: information on employment, position, IP address, client's databases, password;
 - (iii) special categories of personal data: none(the "**Client data**").
- 2.7 The data subjects whose personal data will be processed by the Company pursuant to this DPA may include client's customers, employees, business partners or subcontractors.

- 2.8 The Company is authorized to perform following operations on personal data: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, use, transfer, aggregation, erasure or destruction.

3 OTHER REQUIREMENTS FOR DATA PROCESSING

- 3.1 The Company has the authorization to process Client data within the scope and under the conditions outlined in this DPA and the Laws. The Company commits to processing the Client data in a manner that safeguards rights and legitimate interests of data subjects, ensuring that these are never compromised during the data processing activities.
- 3.2 The Company shall ensure that its personnel engaged in the processing of Client data are informed of the confidential nature of Client data, have received appropriate training on their responsibilities and have executed written confidentiality agreements or are under an appropriate statutory obligation of confidentiality. The Company shall ensure that confidentiality obligations regarding Client data survive the termination of the personnel engagement.
- 3.3 The Company shall ensure in each case that access is strictly limited to those individuals who need to know / access the relevant Client data, as strictly necessary for the purposes of the Terms and this DPA (the “**Authorised persons**”), and to comply with GDPR and the Laws in the context of that individual's duties to the Company.
- 3.4 The Company is obliged to instruct all Authorised persons to process Client data in accordance with this DPA.
- 3.5 The Company is obliged to ensure the secure processing of personal data, in particular to protect it against damage, theft, loss, unauthorised access, alteration or dissemination. This involves adopting, regularly reviewing, and updating suitable technical, organizational, and personnel measures. These measures should entail physical, logical and data access control as well as data transfer, instruction, entry, availability and separation control and be tailored, considering the current state of technology, implementation costs, the nature, extent, context, and purposes of data processing, and the potential risks to the rights and freedoms of the data subjects. Specifically, the Company is obliged to ensure that:
- (a) personal data is strictly processed for its intended purpose without unnecessary processing;
 - (b) only designated, trained, and authorized individuals conduct personal data operations within the processing's purpose;
 - (c) technical equipment and software are employed to prevent unauthorized or accidental data access;
 - (d) access to personal data is limited to Authorized persons;
 - (e) electronic personal data is stored on secure servers or media, accessible only to Authorized persons;
 - (f) regular backups of electronic personal data are made;
 - (g) long-distance personal data transmission occurs securely, over non-public networks or securely across public networks;
 - (h) physical or paper-based personal data is kept in securely locked areas;
 - (i) all Authorized persons maintain personal data confidentiality. The Company is responsible to the client for the security of the personal data processed by the Company.

- 3.6 Notwithstanding the Article 3.5 of this DPA, the client agrees that except as provided by this DPA, the client is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer data when in transit to and from the Services.
- 3.7 The Company commits to support the client with the necessary technical and organizational measures to fulfil its obligation in responding to data subject rights requests as outlined in Chapter III of the GDPR or other relevant laws concerning data subject rights.
- 3.8 The Company agrees to assist the client in meeting obligations like informing data subjects (Articles 13, 14 GDPR), ensuring data security (Article 32 GDPR), reporting data breaches to authorities and data subjects (Articles 33, 34 GDPR), conducting data protection impact assessments (Article 35 GDPR), and consulting with data protection authorities (Article 36 GDPR), based on the processing nature and the Company's available information.
- 3.9 The Company will promptly provide the client with all necessary information and confirmations to prove compliance with this DPA and the Laws upon request.
- 3.10 The Company consents to audits by the client or their appointed third party to ensure compliance with this DPA and the Laws, at a mutually agreed-upon time.
- 3.11 The Company will immediately inform the client if any instruction from the client is believed to contravene the GDPR or the Laws.
- 3.12 The Company will promptly notify the client of any personal data breach it becomes aware of.
- 3.13 The Company may transfer personal data to third countries or international organizations only based on the client's documented instruction or legal requirement, providing prior notification to the client, including details about the transfer.
- 3.14 The Company shall, at the choice of the client, delete or return all the Client data to the client after the end of the provision of Services, and deletes existing copies unless applicable law requires storage of the Client data.

4 INVOLVEMENT OF ANOTHER SUB-PROCESSOR

- 4.1 The client grants permission to the Company to appoint sub-processors listed in Annex 1 and other sub-processors for processing Client data, adhering to the notification terms specified in Article 4.2 of this DPA.
- 4.2 The Company must inform the client in a verifiable manner before adding or replacing any sub-processor.
- 4.3 The Company acknowledges its exclusive accountability for fulfilling the obligations of any sub-processor towards the client.

5 LIMITATION OF LIABILITY

- 5.1 Company's cumulative liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability is subject to the limitation of liability clauses of the Terms.

6 TERM

- 6.1 The term of this DPA shall correspond to the term of the Terms.

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- 7.1 In the absence of an adequacy decision, Client data may only be transferred to a third country outside the EEA or to an international organisation where there are appropriate safeguards pursuant to Article 46 of the GDPR .
- 7.2 The parties to this DPA hereby submit to the jurisdiction of Slovak courts with respect to any disputes or claims howsoever arising under this DPA, and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the Slovak Republic notwithstanding the conflict of law provisions and other mandatory legal provisions.
- 7.3 The Parties agree that DPA shall replace any existing DPA the Parties may have previously entered into in connection with the Services.

ANNEX 1: List of sub-processors

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