DATA PROCESSING AGREEMENT
(hereinafter only the "**DPA**")

concluded on the below specified date, within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council 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 from April 27, 2016 (hereinafter only the "**GDPR**") and associated legal regulations, between:

Company: **Success Solutions s.r.o.**
Business Registration: 04836839
Registered Office: 2221 Tyršovo nám., 252 63 Roztoky
Registered in the Register of Companies kept with Municipal Court in Prague, File Ref. C 254 454
Represented by: Jindřich Bečvář, Managing Director
        Josef Sysel, Managing Director
(hereinafter only "**2S**")

and

Company: [·]
Business Registration: [·]
Registered Office: [·]
Registered in the Register of Companies kept with [·] Court in [·], File Ref. [·]
Represented by: [·], [·] and
        [·], [·]
(hereinafter only the "**Customer**")

(2S and the Customer hereinafter collectively as the "**Signatories**" or each one separately as a "**Signatory**")

WHEREAS:

A) 2S and the Customer enter into a Consulting Services Agreement, under which 2S may peruse data, information, and documents of the Customer, of its customers and business partners, and of other parties, containing personal data within the meaning of the definition provided in Article 4 (1) of the GDPR;

B) The Signatories are aware of the fact that in the course of their cooperation, they may gain access to personal data the processing of which (within the meaning of Article 4 (2) of the GDPR) is subject to special treatment specified by the GDPR and by associated legal regulations and obligations stipulated therein;

THE SIGNATORIES HAVE AGREED UPON THE FOLLOWING:

1. Subject Matter and Purpose

1.1. This DPA shall apply to all the existing or future relations between the Signatories in the course of which personal data is processed by 2S (*as a data processor within the meaning of Article 4 (8) of the GDPR*) for the Customer (*as a data controller within the meaning of Article 4 (7) of the GDPR*), arising in association with the performance provided under the master Consulting Services Agreement signed by the Signatories (hereinafter only the "**CSA**").

1.2. Furthermore, this DPA shall apply to any and all performances provided under addenda to the CSA signed by the Signatories later – which means any addenda to the CSA concerning the performance of specific Statements of Work, or any performances provided by 2S as subcontracted deliveries for the Customer's various business partners. Should customer contracts contain a different stipulation governing the personal data processing, then any such

stipulation shall be disregarded and this DPA shall govern the terms and conditions of personal data processing by 2S instead.

1.3. The purpose of this DPA is to provide protection of personal data during its processing in the course of any performance provided under the CSA and any addenda made to the CSA.

1.4. The subject matter of this DPA is to define mutual rights and obligations of its Signatories in the course of personal data processing carried out because of activities performed under the CSA and any addenda to the CSA.

2. Warranties by Signatories

2.1. The Customer guarantees and undertakes to ensure that any and all personal data processed by 2S hereunder is obtained only with consent of its data subjects or based on any other legitimate reason, while observing the terms of the GDPR and associated legal regulations.

2.2. 2S declares that it has adopted sufficient technical and organisational measures to ensure that its personal data processing complies with the GDPR and associated legal regulations and to protect the rights of data subjects, at least to the following extent:

2.2.1. The level of security shall match the nature of processing and the extent of personal data processed by 2S.

2.2.2. Personal data security shall include, without limitation, the following technical and organisational measures:

2.2.2.1. data access reserved solely to 2S, as well as its employees and subcontractors specified herein. 2S shall secure the place where the media and papers containing personal data are located, or secure the data media themselves in a suitable manner, in order to prevent misuse of the stored personal data by an unauthorised person or persons;

2.2.2.2. establishing access permissions to personal data for authorised users and keeping such permissions up to date;

2.2.2.3. adopting measures to prevent unauthorised reading, writing, copying, transmitting, modifying, and/or deletion of personal data records;

2.2.2.4. adopting measures to restore the availability of personal data and corresponding data access after physical and/or technical incidents, provided such data is stored on 2S's devices;

2.2.2.5. any and all processed data containing personal data shall be processed and handled solely by 2S or its appointed and authorised employees or subcontractors specified herein.

3. Scope and Terms of Personal Data Processing

3.1. 2S is entitled to process personal data for the following purpose(s) and in the specified extent:

3.1.1. **Purpose and Method of Processing.** Hereunder, personal data shall be processed for the purposes of delivery, configuration, setup, and later maintenance and operation of HR systems associated mainly with SuccessFactors® SAP® products, as well as with any related service deliveries under the CSA, including the development of extensions of existing functionalities and implementation of the Customer's specific requirements. Processing methods shall include particularly the gathering, recording, sorting, structuring, transmitting, use, and deletion or other forms of destruction, as well as other possible means used to achieve the purpose of processing.

3.1.2. **Duration.** Under this DPA, personal data processing shall take no longer than the time strictly necessary to achieve the purpose of processing.

3.1.3. **Subject Categories.** Individuals and legal entities, the Customer's employees, the Customer's associates and business partners.

3.1.4. **Personal Data Categories.** First and last name, personal number, e-mail address, nationality, phone number, job position, job title, job commencement date, medical check-up validity, hire date, home address.

3.1.5. **Sensitive Personal Data Categories.** These are not processed.

3.2. 2S is entitled to process personal data specified in item 3.1 solely for the purpose of fulfilling its obligations arising from commitments between the Signatories, both current and future, and during associated activities, as well as during the exercise of 2S's associated rights and obligations, for the strictly necessary duration.

3.3. 2S guarantees that it shall carry out the personal data processing by itself or through its purpose-trained workers bound to maintain confidentiality and that it shall involve any other data processor in the processing only upon the Customer's agreement. The Customer hereby grants its permission to process personal data under this DPA to the following data processors:

3.3.1. Success Solutions SK s.r.o., Business Registration: 52 135 039, Registered Office: 74 Južná trieda, Košice - mestská časť Juh 040 01, Slovak Republic.

3.3.2. SUCCESS SOLUTIONS GROUP A.S., Business Registration: 094 91 813, Registered Office: 2221 Tyršovo nám., 252 63 Roztoky.

3.3.3. j2s s.r.o., Business Registration: 094 91 481, Registered Office: 2221 Tyršovo nám., 252 63 Roztoky.

3.3.4. coalsoft s.r.o., Business Registration: 077 33 259, Registered Office: 134/26a Jílová, Štýřice, 639 00 Brno.

3.4. The Signatories undertake to provide each other with any and all assistance necessary to fulfil their obligations under the GDPR without undue delay and at their own expense, including *inter alia* their obligation to respond to data subjects' requests for the exercise of their rights, their duty to report to a supervisory authority, duty to notify data subjects, as well as possible duty to assess impacts on personal data protection and duty to consult a supervisory authority beforehand.

3.5. The Signatories undertake to notify each other without undue delay, should they come to the conclusion that instructions concerning personal data processing or terms of personal data processing violate the GDPR and/or associated personal data protection regulations.

3.6. Should proceedings concerning personal data processing under this DPA be initiated by a supervisory authority, the Signatories shall provide each other with any and all necessary assistance in such proceedings.

4. **Mutual Communication of Signatories**

4.1. The Signatories hereby undertake to provide each other with any information necessary to fulfil their obligations hereunder or their obligations arising under the GDPR or under other legal regulations governing personal data protection.

4.2. All communication, notices, claims, or requests concerning this DPA shall be delivered to the other party in writing, not to its registered office or home address or another address employed as their primary delivery address pursuant to the applicable generally binding regulations, but

rather using the contact details provided below (or such contact details as are communicated to the other Signatory by means of the below-specified contacts over the duration of this Agreement):

Signatory	Contact Details:
Success Solutions s.r.o.	**Jindřich Bečvář** Managing Director, Partner jindra@success-solutions.cz +420 724 715 514 **Josef Sysel** Managing Director, Partner pepa@success-solutions.cz +420 607 903 363
[●]	first name, last name: [●] position: [●] e-mail address: [●] phone: [●]

5. Duration of the Agreement

5.1. This DPA is signed for a fixed term matching the duration of the CSA. Once the CSA is terminated, this DPA shall be terminated without further notice, unless the nature and purpose of individual provisions imply that such provisions should survive the DPA. Should any addendum to the CSA be signed during the duration of this DPA, under which personal data is processed, then this DPA shall be terminated in relation to the personal data processed under such an addendum no later than when the addendum is terminated.

6. Concluding Provisions

6.1. This DPA shall be only amended by means of written, physical annexes, numbered in an ascending order and signed by both Signatories. Any annexes and/or changes to the proposal which might be made by the Customer shall be disregarded and the DPA shall be concluded solely with the contents stipulated in the relevant proposal submitted by 2S, unless such annexes and/or changes are expressly accepted by 2S in writing, in the form defined by this paragraph.

6.2. Should any provision of this DPA be or become illegal, invalid, or unenforceable, in part or in full, such a provision or its part shall not be considered a part of this DPA to that extent; however, this shall have no impact on the legality, validity, and enforceability of the remaining parts of the DPA. Should this happen, the Signatories undertake to replace any such illegal, invalid, or unenforceable provision with a provision as close as possible in its purpose to the original provision to fix this defect.

6.3. The Signatories have agreed that the commercial usage shall not take precedence over any provision of this DPA, nor of the law, not even over non-compelling provisions of the law.

6.4. The Signatories expressly state that they have considered this DPA, discussed all of its provisions, and clarified their meaning to each other. Contents of this DPA and all the rights and obligations are known to the Signatories, are comprehensible, intelligible, and not particularly unfavourable for any of the Signatories.

6.5. This DPA has been composed, is governed, and shall be interpreted in accordance with the law of the Czech Republic, including legal regulations with direct effect in the Czech Republic (such as the GDPR). The Signatories hereby agree that any and all disputes concerning or associated with this Agreement are subject to the exclusive jurisdiction of courts of the Czech Republic.

6.6.   No Signatory is entitled to cede or otherwise alienate this DPA or any of its parts or any obligations arising hereunder, to a third party or parties without prior written consent of the other Signatory. No Signatory is entitled to cancel or withdraw from this DPA for any other reasons than the reasons stipulated herein. Any action made contrary to this provision shall be invalid and ineffective.

6.7.   Obligations arising under this DPA shall not be governed by provisions of the Czech Civil Code on change in circumstances (ss. 1764 to 1766) and on disproportionate reduction (ss. 1793 to 1795). The Signatories exclude the application of the following provisions of the Czech Civil Code to this Agreement: s. 557, s. 1800, s. 1805 (2).

6.8.   This DPA consists of six **(6) pages of text** and is executed in **two (2) counterparts**, with each Signatory receiving one of them.

6.9.   The following appendix is an integral part to the DPA:

Appendix 1: Personal Data Breach Report Template

2S:	Customer:
In _____, on _____ 2023	In _____, on _____ 2023
_____ **Success Solutions s.r.o.** Jindřich Bečvář, Managing Director	_____ [·] [·],[·]
_____ **Success Solutions s.r.o.** Josef Sysel, Managing Director	_____ [·] [·],[·]

Appendix 1

Personal Data Breach Report Template

Personal Data Breach Report	
Data Controller Identification:	[·],[·],[·]
Data Processor Identification:	**Success Solutions s.r.o.**, Registered Office: 2221 Tyršovo nám., 252 63, Roztoky, Business Registration: 04836839
Agreement Identification:	Data Processing Agreement from [·].[·].2023
1.	Date of Data Breach:	
2.	Date of Data Breach Discovery:	
3.	Reporting Date:	
4.	Nature of Data Breach:	
5.	Cause of Breach, if Identified:	
6.	Approximate Number of Involved Subjects, if Identified:	
7.	Categories of Involved Subjects:	
8.	Approximate Number of Involved Personal Data Records, if Identified:	
9.	Descriptions of Probable Consequences of Data Breach:	
10.	Descriptions of Adopted Measures or Measures Proposed to Rectify Data Breach:	
11.	Any Comments:	
Date:	Signature: ………………………………………………………………… First name, last name: …………………………………………………