



PERSONAL DATA PROCESSING AGREEMENT

concluded between:

RISS COMPANY s.r.o.

With its registered office at Nádražní 24, Pilsen, 301 00

COMPANY REGISTRATION NUMBER: 25237195

(hereinafter referred to as the “**Controller**”)

and

PARTNER OF THE EXTRA SERVICES FRANCHISE NETWORK

Electronically registered on the EXTRA SERVICES network website

(hereinafter referred to as the “**Processor**”)

(hereinafter collectively referred to as the “**Contracting Parties**”)

I.

INTRODUCTORY PROVISIONS

1. The present Agreement is concluded for processing and ensuring the protection of personal data processed in connection with the provision of moving, removal, transport, cleaning, washing, repair, handicraft, installation, maintenance and other related services within the EXTRA SERVICES network (hereinafter referred to as “**Services**”), the proper provision of which requires, among other things, the processing of personal data contained in the Administrator’s database.
2. The Services are provided within the framework of a partnership relationship between the Administrator and the Processor.

3. The Contracting Parties conclude the present Agreement in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as “**GDPR**”).

II.

SUBJECT MATTER OF THE AGREEMENT

1. The current Agreement regulates the mutual rights and obligations of the Contracting Parties in processing personal data obtained by the Processor in connection with the provision of the Services.

III.

PERSONAL DATA PROCESSING TERMS

1. The purpose of processing personal data is to enable the provision of services to the EXTRA SERVICES network.
2. The Processor shall download the personal data of the persons interested in the services of the EXTRA SERVICES network from the database of orders managed by the Administrator based on PASSWORD-protected access. The Processor assumes responsibility for all data when downloading the order from the database.
3. The personal data processed based on the present Agreement do not constitute sensitive data within the meaning of Article 9 of the GDPR.
4. For the purposes of this Agreement, the processing of personal data includes, in particular, its collection, storage on information carriers, use, classification or combination, blocking and disposal, using manual and automated means, to the extent necessary to ensure the proper provision of the Services.
5. Personal Data shall be processed for the duration of the provision of the Services, provided that the termination of the PARTNER relationship for the provision of the Services shall also terminate this Agreement. The termination of this Agreement shall not terminate the obligations of the Processor regarding the security and protection of personal data until the moment of their complete destruction by protocol.

IV.

OBLIGATIONS OF THE CONTRACTING PARTIES

1. In fulfilling the present Agreement, the Administrator shall:
 - a) Take appropriate technical and organisational measures to provide data subjects with all information and make all disclosures required by the GDPR and applicable law in a concise, transparent, comprehensible and easily accessible manner, using clear and plain language;
 - b) Ensure that personal data is always processed in accordance with the GDPR and applicable law, that the data in the database is up to date and that the data is relevant to the stated purpose of the personal data processing.
2. In fulfilling the present Agreement, the Processor shall:

- a) Implement appropriate technical and organisational measures to ensure that the processing carried out under the present Agreement complies with the requirements of the GDPR and to ensure that the rights of data subjects are protected at a level appropriate to the risk of processing;
 - b) Process personal data only based on documented instructions from the Controller, including concerning the transfer of personal data to a third country or international organisation;
 - c) Not to involve any other processor in the processing of personal data without the prior specific or general written authorisation of the Controller;
 - d) Where an additional Processor is involved in the processing following particular or general authorisation by the Controller to bind the additional Processor to the same obligations as those imposed on the Processor by this Agreement; if the additional Processor fails to comply with these obligations, the Processor shall be liable to the Controller;
 - e) Ensure that the persons authorised to process personal data under the present Agreement are required to maintain the confidentiality and security of personal data, the disclosure of which would compromise its security, even after the termination of the contractual or other relationship with the Processor;
 - f) Provide the Controller, through appropriate technical and organisational measures, with assistance in fulfilling its obligation to respond to requests to exercise the rights of Data Subjects;
 - g) Assist the Controller, through appropriate technical and organisational measures, in fulfilling its obligations under Articles 32-36 of the GDPR, namely:
 - Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk,
 - Notifying the Controller of any personal data breach without undue delay after becoming aware of it and no later than 48 hours after becoming aware of it.
 - h) At the request of the Controller, allow an audit or inspection to be carried out at any time concerning the processing of personal data and provide assistance with such audits or inspections;
 - i) Upon termination of the PARTNERSHIP or of this Agreement, hand over to the Controller or a newly appointed Processor all personal data processed during the period of provision of the Services, on a protocol, and delete all copies of such personal data.
3. In performing the present Agreement, the Contracting Parties shall:
- a) Implement such technical, organisational, personnel and other appropriate measures as are necessary to ensure and to be able to demonstrate at any time that the processing of personal data is carried out in accordance with the GDPR and relevant legislation to prevent unauthorised or accidental access to personal data and data media containing such data, to prevent their alteration, destruction or loss, unauthorised disclosure, other unauthorised processing or other misuse, and to review and update these measures as necessary;
 - b) Maintain and continuously review and update records of the processing of personal data in accordance with the GDPR;

- c) Report any personal data breaches to the Supervisory Authority in an appropriate and timely manner and cooperate with the Supervisory Authority as necessary;
- d) Keep each other informed of all circumstances relevant to the performance of the subject matter of this Agreement;
- e) Comply with other requirements of the GDPR and relevant legislation, in particular, to comply with the general principles of personal data processing, to fulfil their information obligations, not to transfer personal data to third parties without the necessary authorisation, to respect the rights of data subjects and to provide the required cooperation in this regard.

V.

FINAL PROVISIONS

1. The present Agreement has been concluded for the duration of the PARTNERSHIP AGREEMENT on the provision of services of the EXTRA SERVICES network between the Controller and the Processor.
2. The present Agreement shall become valid and effective upon the PARTNER's acknowledgement of consent upon registration
3. On behalf of the Controller: On behalf of the Processor:

RISS COMPANY s.r.o.

PARTNER of the EXTRA SERVICES network