TERMS OF PERSONAL DATA PROCESSING

Happenee s.r.o.

1. INTRODUCTION

1.1. **Nature of the conditions.** These Personal Data Processing Terms (hereinafter referred to as the "**Terms**") have the character of a processing agreement concluded between the Company (referred to as **the "Processor" in these Terms**) and the Customer (referred to as the "**Controller**" in these Terms) of users' personal data pursuant to the provisions of Section 1746 par. 2 of Act No. 89/2012 Coll., the Civil Code, as amended, and pursuant to the provisions of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation (hereinafter referred to as the "**Regulation**").

1.2. **Scope.** These Personal Data Processing Terms apply to the processing of personal data that occurs by the Company when providing Services under the General Terms and Terms issued by the Company, unless expressly agreed otherwise in a certain case. These Terms and Conditions form an integral part of the Agreement (as defined in the General Terms and Conditions).

2. DEFINITION

2.1. **Definition.** Unless otherwise expressly stated in these Terms, capitalized terms have the following meanings:

"**Personal Data**" means any information relating to an identified or identifiable natural person, such as first and last name, date of birth, birth number, ID card or similar number, telephone number, identification number, location data, network data, address, photograph, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

'**processing**' means any operation or set of operations which is performed on Personal Data or sets of Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Data Subject**" means a natural person (including self-employed persons) to whom the Personal Data relate and whose Personal Data will be processed by the Processor on the basis of the Agreement.

2.2. Other capitalized terms have the meaning given to them in the section of these Terms where the term is defined, and otherwise (unless the term is defined in these Terms) the meaning given to them in the General Terms and Conditions.

3. AUTHORITY

3.1. **Authorization for processing.** Within the meaning of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Controller authorizes the Processor to process the personal data of data subjects on its behalf in connection with the provision of the Services. The Processor undertakes to process the Personal Data of Data Subjects for the Controller in accordance with the Regulation

and other generally binding legal regulations and to the extent and under the conditions set out in the Contract.

3.2. **Scope of duties.** The Controller is always responsible for compliance with all obligations relating to the protection of Personal Data arising from the Regulation and other generally binding legal regulations. The Processor is only responsible for the fulfilment of the obligations agreed in the Contract, or the obligations that arise directly for the Processor from the Regulation or other generally binding legal regulations.

3.3. **Reward.** The price for the processing of Personal Data directly related to the provision of the Services is included in the price of the services provided by the Processor to the Controller within the Happenee Platform.

3.4. **Specific Processing within Platform Features.** The Controller acknowledges and instructs that the Processor processes personal data also in connection with specific features of the Happenee platform, in particular where the Controller activates the Attendees / Networking module. In such cases, the Processor processes personal data strictly in accordance with the Controller's documented instructions and the technical parameters of the platform, including the processing that results in displaying a participant's first name, last name, job title and company name to other registered users of the application. The Processor shall not process personal data for any purpose other than the purpose determined by the Controller and shall not process personal data beyond the scope of the Controller's instructions. This applies equally to white-label versions of applications powered by the Happenee platform, regardless of their visual identity or branding.

4. SCOPE OF PROCESSING

4.1. **Source of personal data.** The Customer agrees that the Agreement applies to the processing of Personal Data obtained by the Processor from the Controller and also to Personal Data obtained by the Processor directly from Data Subjects for the Controller in connection with the provision of Services.

4.2. **Purpose.** Performance of obligations and exercise of rights under the Agreement.

4.3. **Categories of Personal Information.** The Processor is obliged to process the categories (types) of Personal Data specified by the Controller prior to the commencement of processing; however, always these categories (types) of Personal Data that are obtained in accordance with Article 4.1 of these Terms.

4.4. **Categories of data subjects.** On the basis of this Agreement, the Processor is obliged to process the Personal Data of the categories (types) of Data Subjects communicated by the Controller prior to the commencement of the processing, but always at least the categories (types) of Data Subjects to which the Personal Data obtained in accordance with Article 4.1 of these Terms relate.

4.5. **Processing time.** The Processor shall commence the processing of Personal Data on the date of conclusion of the Agreement. The processing of personal data will be carried out for the duration of this Agreement and for the period after the termination of the Agreement necessary to fulfil the purpose of processing under Article 4.2 of these Terms.

4.6. **Processing method.** The Processor will process Personal Data automatically, through the software and application Happenee and its functionalities in the case of processing within the operation of the Platform and also manually in the case of other situations where Personal Data is processed.

4.7. **Information from the Controller.** Within the framework of future contractual relationships between the Controller and the Processor, the Controller is obliged to notify the Processor of the following information no later than before the required date of commencement of Personal Data processing under these future contractual relationships, for each such future contractual relationship between the Controller and the Processor (if the Processor fails to do so, the Processor will temporarily proceed pursuant to Articles 4.6 to 4.5 of these Conditions):

- Determination of the contractual relationship to which the notification relates,

- the nature and purpose of the processing of Personal Data,

- categories of Personal Data processed,

- Categories of Data Subjects,

- the moment of commencement of the processing of Personal Data,

- the method of processing Personal Data, and

- the period of processing of individual Personal Data.

5. RIGHTS AND OBLIGATIONS OF THE PROCESSOR

5.1. **Framework of duties.** The Processor is obliged to process Personal Data only on the basis of these Terms, in accordance with the Regulation and generally binding legal regulations, and also according to the Controller's instructions under Article 4.7 of these Conditions.

5.2. **Cooperation to meet the requests of the subjects.** The Processor is obliged to provide the Controller with cooperation to fulfil its obligations under the Regulation and to respond to requests for the exercise of the rights of Data Subjects set out in Chapter III of the Regulation (e.g. requests from Data Subjects for information about Personal Data and measures taken to protect them, requests for correction or deletion of data, issuance of a copy of Personal Data). In the case of manifestly unfounded or disproportionate requests, especially those that are repeated, the Processor is entitled to require the Controller to pay the fee as agreed by the parties or in an event that no agreement is reached in the amount of CZK 1100 for each commenced hour of work with the settlement of the unreasonable or disproportionate request.

5.3. **Completeness of Personal Data.** In the event that the Processor finds out that the Personal Data processed by the Processor are not complete, true or up-to-date, the Processor shall notify the Controller of this fact, who is obliged to take appropriate measures to correct or update these personal data.

5.4. **General cooperation.** The Processor undertakes to provide the Controller with cooperation necessary for the fulfilment of the

obligations set by the Personal Data Controller under the Regulation, by administrative authorities, as well as other cooperation necessary in connection with the supervisory and control activities of administrative bodies.

5.5. **Administrator notification.** The Processor is obliged to immediately inform the Controller of any investigation, measure or inspection by a supervisory authority, in particular the Personal Data Protection Office.

6. RIGHTS AND OBLIGATIONS OF THE CONTROLLER

6.1. **Personal data transferred.** The Controller will transfer Personal Data to the Processor in accordance with the principle of precision pursuant to Article 5 (1) (d) Regulation as up-to-date, complete and truthful data.

6.2. **Request to confirm compliance with the obligation.** In justified cases, the Controller is entitled to require the Processor to demonstrate compliance with its obligations under these Terms by means of a written request delivered to the responsible person of the Processor pursuant to Article 12 of these GTC. The processor is obliged to comply with this request without delay, depending on the scope of the request, but no later than ten (10) business days.

6.3. **Control and audit.** The Controller is entitled to perform an audit or other inspection of the Processor's compliance with the obligations under these Terms upon prior agreement with the Processor. Unless otherwise agreed by the parties, the audit may only be carried out on normal business days, i.e. Monday to Friday, and normal business hours, i.e. from 8 a.m. to 5 p.m., and the time between the receipt of the audit request and the start of the audit must be at least ten (10) days. The Controller shall make a written output of the audit and submit it to the Processor.

6.4. **Reward for cooperation.** In the event that the cooperation provided by the Processor to the Controller on the basis of Article 5 of these Terms and Conditions exceeds 1 hour and/or 3 hours per calendar month in individual cases, the Controller undertakes to pay the Processor a fee according to the agreement of the Parties or in the event that no agreement is reached in the amount of CZK 1100 for each additional commenced hour of cooperation provided and further all purposefully incurred costs, that the Processor incurred in this context. This does not apply if these costs are part of the remuneration for the provision of services under the Agreement.

6.5. **Incomplete Personal Data.** In the event that the Controller finds out that the Personal Data processed by the Processor are not complete, true or up-to-date, the Controller is obliged to update this data or ask the Processor to update or supplement the Personal Data if necessary.

6.6. **Processing Risks.** The Controller undertakes to notify the Processor sufficiently in advance of all risks associated with the processing of Personal Data under this Agreement, including any intention of the Controller to transfer personal data to third countries (outside the EU), the processing of special categories of personal data, a breach of the principles of processing under Article 5 of the Regulation and/or the information of the Data Subject.

7. PROCESSOR'S GUARANTEES ON THE TECHNICAL AND ORGANIZATIONAL SECURITY OF PERSONAL DATA PROTECTION

7.1. **Controller's Statement.** The Controller states, that prior to concluding the Agreement, it has familiarised itself with the technical and organisational measures that the Processor has introduced or will implement in order to ensure compliance of the processing of Personal Data with the Regulation and to ensure sufficient protection of the rights of Data Subjects, and considers the provided guarantees to be sufficient.

7.2. **Safety guarantees.** The Processor is obliged to ensure the protection of Personal Data and to take such measures to prevent unauthorized or accidental access to Personal Data by persons who are not authorized to familiarize themselves with them or to handle them in any way, to their change, destruction or loss, unauthorized transfers, other unauthorized processing, as well as to their other misuse. Data security measures should be taken to guarantee a level of protection commensurate with the risks in terms of confidentiality, integrity, availability and resilience of systems. Furthermore, the current state of the art, the costs of implementation, nature, scope and purposes of Personal Data processing, as well as the likelihood of risk occurrence and its seriousness must be taken into account

7.3. **Periodic updates.** The Processor regularly monitors internal processes and technological parameters to ensure that the processing of Personal Data within the scope of its responsibility is in accordance with the requirements of the Regulation.

7.4. **Technical and organizational measures.** The Processor is obliged to at least generally process and document the technical and organizational measures adopted and implemented to ensure the protection of Personal Data in accordance with the Regulation and other generally binding legal regulations. Upon the written request of the Controller, the Processor is obliged to submit without delay, depending on the scope of the requested information, but no later than within ten (10) working days, at least the current at least general documentation of technical and organizational measures to ensure the security of Personal Data, in electronic form. In the event that the Controller requires the submission of documentation in paper form, it undertakes to reimburse the Processor for the costs reasonably incurred in connection with it.

7.5. **Method of documenting.** Evidence of organisational and technical measures may also be provided, for example, in the form of an approved code of conduct, certification according to an approved certification procedure, a valid auditor's certificate, an auditor's report or an extract from audit reports provided by independent Data Subjects (e.g. auditor, person responsible for personal data protection, IT security department, personal data protection auditor, quality auditor, etc.), appropriate IT security certification or data protection audit, and Personal Data.

7.6. **Rectification of Personal Data.** Unless otherwise stipulated in the Agreement, the Processor may not correct, delete or restrict the processing of Personal Data by the Controller at its own discretion - it may do so only on the basis of a written instruction from the Controller, without undue delay. If the Data Subject contacts the Processor directly with a request for correction, deletion or restriction of the processing of Personal Data, the Processor shall immediately forward this request to the Controller.

7.7. **Controller notification.** In the event that the Processor discovers a breach of Personal Data security, it shall report it to the Controller without undue delay and provide cooperation to comply with the obligation to report the breach to the supervisory authority.

7.8. **A copy of Personal Data.** The Processor shall not make copies or duplicates of Personal Data without the knowledge of the Controller, with the exception of backup copies necessary to ensure their proper processing.

7.9. **Destruction of Personal Data.** After termination of the Agreement, including a part of the Agreement, or restriction of the scope of the processed Personal Data, the Processor is obliged to immediately delete or return all Personal Data and delete their existing copies upon the written instruction of the Controller, unless the Agreement stipulates otherwise and unless the Processor processes the Personal Data at the same time as the Controller. The Controller is obliged to take over the Personal Data.

8. INVOLVEMENT OF ANOTHER PROCESSOR

8.1. **Consent to the involvement of another processor.** The Processor is entitled to involve another processor (subprocessor) in the processing of Personal Data. The Controller gives its explicit and general consent to this involvement by signing below.

8.2. **Responsibility when another processor is involved.** In the event that the Processor engages another processor, the Processor is obliged to contractually ensure that this subprocessor is obliged to fulfil the same obligations as arise from the Contract for the Processor. If the subprocessor fails to comply with its obligations in the area of Personal Data protection, the Processor is liable to the Controller for the fulfilment of the subprocessor's obligations.

8.3. **Staff involvement.** The Controller further acknowledges (and, for the avoidance of doubt, agrees, although this consent is not a condition) that the Processor's staff will also be involved in the processing activities.

9. OTHER RIGHTS AND OBLIGATIONS

9.1. **Scope of the General Terms and Conditions.** The legal relationship governed by these Terms is also subject to the Company's General Terms and Conditions, in all cases in which these Personal Data Processing Terms and Conditions do not contain any special regulation.

9.2. These Data Processing Terms take effect as of 15 December 2025 and replace the previous version of the Data Processing Terms that took effect on 22 September 2024.

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