

Annex 2

Data Processing Agreement

This Data Processing Agreement (“Agreement”) is between the aforementioned **Parties, EUDA** and the **Organisation**,

WHEREAS

- (A) EUDA acts as Data Processor within EUDA Network for managing the Network.
- (B) The Organisation wishes to join EUDA Network, hereby entrusting the processing of personal data to the Data Processor.
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

- 1.1.1. “Agreement” means this Data Processing Agreement;
- 1.1.2. “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of the Organisation pursuant to or in connection with the Principal Agreement;
- 1.1.3. “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.1.4. “EEA” means the European Economic Area;
- 1.1.5. “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.1.6. The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.1.7. “Services” means the EUDA Network membership plan.

2. Processing of Company Personal Data

2.1. Data Processor shall:

- 2.1.1. comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- 2.1.2. not Process Organisation Personal Data other than on the relevant Organisation’s documented instructions.

2.1. The Organisation instructs the Data Processor to process Organisation’s Personal Data.

3. Data Processor Personnel

Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Organisation Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Organisation Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Data Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Processor shall in relation to the Organisation’s Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2. In assessing the appropriate level of security, the Data Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Data Subject Rights

- 5.1. Taking into account the nature of the Processing, the Data Processor shall assist the Organisation by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Organisation's obligations, as reasonably understood by the Organisation, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 5.2. Data Processor shall:
 - 5.1.1. promptly notify the Organisation if it receives a request from a Data Subject under any Data Protection Law in respect of the Organisation's Personal Data; and
 - 5.1.2. ensure that it does not respond to that request except on the documented instructions of the Organisation or as required by Applicable Laws to which the Data Processor is subject, in which case the Data Processor shall to the extent permitted by Applicable Laws
 - 5.1.3. inform the Organisation of that legal requirement before the Contracted Processor responds to the request.

6. Personal Data Breach

- 6.1. The Data Processor shall notify the Organisation without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting the Organisation's Personal Data, providing the Organisation with sufficient information to allow the Organisation to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 6.2. Data Processor shall co-operate with the Organisation and take reasonable commercial steps as are directed by Organisation to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7. Deletion or return of Company Personal Data

- 7.1. Data Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Organisation Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of the Organisation Personal Data

8. Data Transfer

- 8.1. The Data Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Organisation. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

9. General Terms

- 9.1. **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:
 - (a) disclosure is required by law;
 - (b) the relevant information is already in the public domain.
- 9.2. **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the Czech Republic.

Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the Czech Republic.

IN WITNESS WHEREOF, this Agreement is entered into and with effect from the date listed in the EUDA Network contract at the time of the signing and countersigning of the document.