

Dear Users, when you process Personal Data of other persons as their Controller in using Services in connection with the use of Cloud JABLOTRON (e.g., if you use storage of photo or video recordings in Cloud JABLOTRON, allow access to Cloud JABLOTRON to other persons based on secondary access permissions not only during exclusively personal or domestic activities, or you are a Mounting Partner using MyCOMPANY), you are subject to an obligation arising from Regulation (EU) of the European Parliament and of the Council No 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) to have, in processing such data when you are using another person (Processor) for processing, a processing agreement in place.

If you grant secondary access permissions to the Account in Cloud JABLOTRON and Personal Data stored there to another person, called Secondary User, you are obliged to notify the Secondary User without undue delay of their obligations arising from the GTC and from the Processing Agreement and of the fact the Secondary User is bound by them.

If another User provided you as the User of Cloud JABLOTRON with access permissions to that User's Account, thus providing you with access to the Personal Data stored there, you must express consent to this Processing Agreement. If you disagree with the conditions of the Processing Agreement, you must refrain from using the secondary access permissions to the Account of the User who provided you with the secondary access permissions to their Account, and inform that User of your disagreement. For this purpose, the text of the Processing Agreement follows, which you, by providing your consent, enter into with our company for the processing of the personal data in question in Cloud JABLOTRON. Should you have any reservations to the content of the Agreement, contact us at gdpr@jablotron.cz.

Those of you Users who not process Personal Data of other persons in using Services in connection with the use of Cloud JABLOTRON or you do so during exclusively personal or domestic activities, you do not enter into any processing agreement for the processing of Personal Data with our company.

PERSONAL DATA PROCESSING AGREEMENT

No. EN_ZS_20180525

entered into in accordance with Art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council 2016/679 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), as amended ("GDPR")

(this agreement is also referred to as "**Agreement**")

1. PARTIES AND THEIR STATUS

- 1.1. The Parties are JABLOTRON CLOUD Services s.r.o., registered office U pPřehradý 3204/61, Mšeno and Nisou, 466 02 Jablonec nad Nisou, reg. No. 047 86 645, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983 ("**Processor**") and a User under the General Terms and Conditions of Cloud JABLOTRON ("**Controller**").

2. SUBJECT-MATTER AND PURPOSE OF THE AGREEMENT

- 2.1. The subject-matter of this Agreement is processing of selected Personal Data of third parties that are not a party hereto. Personal Data of such third parties are captured using particular applications the Controller uses in connection with Cloud JABLOTRON (“**Cloud JABLOTRON**”). The extent of Personal Data processed by each Service is specified for each Service below. The purpose of Personal Data processing as well as the categories of Data Subjects are defined by the Controller.
- 2.2. Personal Data processing regulated by this Agreement takes place based on agreement between the Parties, the content of which is set out in the General Terms and Conditions of Cloud JABLOTRON (“**GTC**”), to which the Controller has consented in concluding this Agreement. The terminology used in this Agreement is in accordance with the terminology used in the GTC.
- 2.3. Termination of the contractual relationship between the Parties established by the GTC will result in the termination of the contractual relationship between the Controller and the Processor under this Agreement. Data Processing terminates in the event of termination of the contractual relationship.
- 2.4. Categories of Personal Data that are subject to processing are stipulated below in this Agreement for each Service.

3. PROCESSING OF PERSONAL DATA IN CONNECTION WITH MYJABLOTRON

- 3.1. The purpose of Personal Data processing in connection with MyJABLOTRON is processing and administration of data of Secondary Users the User has provided with secondary access permissions, and depending on the use of Accompanying Aspects, use and administration of photographic records made by the Device based on its setting by the User as well as processing and administration of data of the vehicle use logbook maintained.
- 3.2. In connection with MyJABLOTRON, the Processor processes some or all of the below categories of Personal Data: email address of Secondary Users, photographic records from the Device, data from the vehicle use logbook and their history, operating data of the vehicle including location ones, and name and surname of the person entrusted with the vehicle.

4. PROCESSING OF PERSONAL DATA IN CONNECTION WITH MYCOMPANY

- 4.1. The purpose of Personal Data processing in connection with MyCOMPANY is processing and record keeping of business offers of Mounting Partners to those interested in security of their premises, subsequent administration of implemented installations, including overviews of their configurations and settings, and, if the User is interested, enabling remote access and administration of the installation supplied to the User.
- 4.2. In connection with MyCOMPANY, the Processor processes some or all of the below categories of Personal Data: name and surname, phone number, address, email address, registration number, VAT ID, phone number of the switchboard of the Device, registration code of the switchboard of the Device, IP address, User ID, photograph of the premises, GPS or address of the guarded premises, description of the guarded premises, license plate of the customer’s vehicle, name of the ARC to which the Device is connected.

5. PROCESSING OF PERSONAL DATA IN CONNECTION WITH VIDEO-ONLINE

- 5.1. The purpose of Personal Data processing in connection with Video-online is to enable remote surveillance of spaces monitored by the Device in the form of on-line transmission.

- 5.2. In connection with Video-online, the Processor processes some or all of the below categories of Personal Data: physical appearance of persons in the monitored spaces, data about movement and location of persons, license plates of vehicles, User ID, Device Location, MAC address of the Device, name of the Device.

6. PROCESSING OF PERSONAL DATA IN CONNECTION WITH VIDEO RECORDING

- 6.1. The purpose of Personal Data processing in connection with Video Recording is processing of video recordings made by the Device according to User's settings in case of alarm or other conditions of the Device and transmitted to the storage of the Processor or another processor, and their administration. A further purpose of processing may be provision of a tool to verify the situation in guarded premises when an alarm or another message is received.
- 6.2. In connection with Video Recording, the Processor processes some or all of the below categories of Personal Data: video recording capturing the physical appearance of persons located in the monitored spaces, data about movement and location of persons, license plates of vehicles, User ID, Device Location, MAC address of the Device, name of the Device.

7. OBLIGATIONS OF THE CONTROLLER

- 7.1. The Controller undertakes to:
- 7.1.1. process only Personal Data for the processing of which the Controller has a legal basis under the Applicable Regulations;
 - 7.1.2. fulfil its obligation to inform with respect to all Data Subjects whose Personal Data are processed under this Agreement in accordance with Applicable Regulations;
 - 7.1.3. bear liability for the conduct of Secondary Users to whom the Controller provided permission to the Controller's Account and applications in the Account, in particular, for the fact they will act in accordance with Applicable Regulations, this Agreement and the GTC.

8. OBLIGATIONS OF THE PROCESSOR

- 8.1. The Processor undertakes to:
- 8.1.1. process Personal Data and the results of processing only based on written instructions of the Controller in the form of data entered by the Controller in the settings in the Cloud JABLOTRON system and specified in this Agreement;
 - 8.1.2. ensure that all persons involved in the processing are bound by confidentiality obligations;
 - 8.1.3. adopt such technical and organisational measures taking into account the nature of processing so as to enable the Controller to fulfil the Data Subjects rights, and to ensure security of the Personal Data being processed;
 - 8.1.4. keep records of the processing;
 - 8.1.5. dispose of the results of processing and all carriers containing Personal Data and erase the existing copies after termination of this Agreement;
 - 8.1.6. assist the Controller in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR (especially the security of processing, reporting of data breaches, Personal Data impact assessment, and previous consultation);
 - 8.1.7. provide the Controller with all the information needed to show that the obligations set out in Article 28 of the GDPR have been met, and allow audits, including inspections, performed by the Controller or by another auditor commissioned by the Controller, and contribute to such audits.

9. OTHER PROVISIONS ON THE PROCESSING OF PERSONAL DATA

- 9.1. The Controller may not transfer Personal Data to third countries, i.e., outside the European Union or the European Economic Area, if such Personal Data come from Subjects from that territory.
- 9.2. Processing of Personal Data by the Processor may take place at least in part outside the European Union or the European Economic Area (in third countries) if the Controller ensures an adequate level of protection of such Personal Data. The Processor is to inform the Controller of specific third countries where processing takes place using the Policy.
- 9.3. The Controller authorizes the Processor to engage other processors in processing, and their selection is the responsibility of the Processor. The Processor must ensure that the same obligations the Processor has under this Agreement also apply to the other processor.

10. FINAL PROVISIONS

- 10.1. This Agreement comes into force and effect on the date of the Controller's provision of consent to its electronic version.
- 10.2. Legal relations established by this Agreement are governed by the legal order in effect in the territory of the Czech Republic.
- 10.3. The Parties expressly declare that they have been well acquainted with the contents of the Agreement in its entirety, the Agreement reflects the Parties' true and free will. In witness of their agreement, the Parties replace their signatures with electronic means.