

SECURITY CERTIFICATE TRANSFER CONTRACT

Contract number of Certificate Issuer:

Contract number of Certificate Recipient:

Entered into pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended

Article I

Contracting Parties

1. Certificate Issuer:
NET4GAS, s.r.o.
Registered office: Na Hřebenech II 1718/8, 140 21 Prague 4 – Nusle
Identification No.: 27260364
registered in the Commercial Register at the Municipal Court in Prague, section C,
enclosure 108316
VAT No.: CZ27260364
Represented by [●]

(Hereinafter referred to as the “**Certificate Issuer**”)

and

2. Certificate Recipient:
[●]
Registered office: [●]
Identification No.: [●]
registered in the Commercial Register at the [●], section [●], enclosure [●]
VAT No.: [●]
Represented by: [●]

(Hereinafter referred to as the “**Certificate Recipient**”)

Article II
Subject Matter

1. Having the capacity of a certification authority, the Certificate Issuer issues security certificates that authorize the Certificate Recipient to enter the Information System of the Certificate Issuer (hereinafter referred to as "**certificate**"). Under this Contract, the Certificate Issuer shall issue and deliver a certificate to the Certificate Recipient, subject to the conditions set out hereunder.
2. The Certificate Recipient shall accept the certificate under the conditions set out herein and sign a certificate of delivery and acceptance of a security certificate for entry to the Information System of the Certificate Issuer.

Article III
Rights and Duties of the Parties

1. The Certificate Recipient shall compile a list of operators authorized to enter the Information System of the Certificate Issuer from the ranks of trained employees of the Certificate Recipient. The Certificate Recipient shall submit the list to the Certificate Issuer. The operators shall be appointed by the Certificate Recipient, and the Certificate Issuer shall be informed of their appointment in writing/by e-mail.
2. At the request of a person authorized by the Certificate Recipient made in writing/by e-mail, the Certificate Issuer shall without undue delay issue a certificate to an operator of the Certificate Recipient included on the list referred to in the preceding paragraph.
3. The Certificate Issuer shall deliver a certificate to the Certificate Recipient by email. The Certificate Recipient shall secure the installation of a certificate on the computer which the operator will use in exercising the authorization to enter the Information System of the Certificate Issuer.
4. The Certificate Recipient may not create copies of certificates.
5. In the event a change in the position of an operator of the Certificate Recipient, the Certificate Recipient must immediately inform the Certificate Issuer who will invalidate the certificate and issue a new certificate to a new operator appointed by the Certificate Recipient.
6. The Certificate Recipient must immediately inform the Certificate Issuer in the event a certificate is lost, damaged, or misused.
7. The Certificate Issuer may invalidate a certificate (designate it untrustworthy) in the event the Certificate Issuer has a suspicion that the certificate has been misused or used contrary to this Contract. In such a case, the Certificate Issuer shall immediately inform the Certificate Recipient in writing/by e-mail.
8. Information and data obtained by the Certificate Recipient through the exercise of the authorization to enter the Information System of the Certificate Issuer based on a certificate are intended solely for the Certificate Recipient's internal needs. The Certificate Recipient is not authorized to provide the same to third parties without the Certificate Issuer's prior written permission.
9. The Certificate Recipient undertakes to provide information on the entry into this Contract to all persons who act on its behalf as regards the Certificate Recipient's cooperation with the Certificate Issuer. The Certificate Recipient shall require such persons to maintain confidentiality with regard to facts they learn in connection with exercising the authorization granted under this Contract and/or through the use of a certificate. Furthermore, the Certificate Recipient undertakes to train its employees – operators with regard to the use of certificates.
10. The Certificate Recipient shall maintain confidentiality with regard to facts learned based on this Contract and/or through the use of a certificate, and maintain secret all information obtained based on the Contract and/or through the use of a certificate.

11. Persons authorized for communicate in writing/by e-mail on behalf of the Parties:

contact details for the Certificate Issuer are published on the Certificate Issuer's website in the section "For Customers - Contact Persons";

For the Certificate Recipient: [●]

Article IV Personal Data Protection

1. The handling of personal data in the context of this Contract is governed by the provisions of Annex No. 1 to this Contract which is considered as its integral part.

Article V Miscellaneous

1. This Contract is agreed for an open-ended term, and it shall come into effect on the date of its signature by both Parties.
2. This Contract may be cancelled unilaterally by either Party at its discretion, subject to a three-month notice period, which shall start on the first day of the calendar month following the day of delivery of a written notice to the counterparty.
3. Should any provision of this Contract be or become putative, invalid or ineffective, this fact shall not result in the putative juridical act, invalidity or ineffectiveness of any other provision of this Contract, provided that such provision is severable from the rest of the content of the Contract. The Parties shall replace any putative, invalid or ineffective provision of this Contract with a provision that best corresponds, in content and purpose, to the putative, invalid or ineffective provision. Until such replacement under the preceding sentence, the general relevant legislation shall apply.
4. No changes or additions to this Contract shall be valid unless made by means of written appendixes numbered in an ascending order and signed by the authorized representatives of both Parties. In connection therewith, the Parties furthermore agree that any and all changes or additions to this Contract must be made in writing and must be certified by means of a signature of both Parties subscribed on the same document. For the elimination of any doubts, the Parties expressly agree that no exchange of e-mail or other electronic messages shall be considered the fulfillment of the requirement for the written form of changes and additions hereto made in accordance with the preceding sentence.
5. The Parties, being business entities, expressly undertake not to invoke the provisions of Section 1800 of Act No. 89/2012 Coll., the Civil Code, as amended.
6. Legal relations between the Parties established hereunder and not expressly defined herein shall be subject to Act No. 89/2012 Coll., the Civil Code, as amended.
7. The Parties hereby agree that no rights and duties over and above the rights and duties arising under the explicit provisions hereof shall be derived from present and future transactions between the Parties or from customary practices that apply in general or in the field concerned by this Contract, unless otherwise expressly stated herein.
8. This Contract is executed in two counterparts with the validity of the original of which each Party shall receive one. Should be this English translation attached to the Security Certificate Transfer Contract, the Parties declare that any rights and obligations arise only from the Czech version of

this Security Certificate Transfer Contract. This English translation of this Security Certificate Transfer Contract is for information purposes only.

9. The Parties hereby declare that this Contract represents the full agreement of the Parties regarding the subject matter hereof and replaces any and all previous arrangements made, and intentions expressed by the Parties in negotiating the subject matter hereof prior to the entry into this Contract. Furthermore, the Parties declare that this Contract contains all provisions which the Parties were to and intended to agree upon hereunder and which they consider material as regards the binding nature hereof. Both Parties declare that they have read this Contract, that they agree to the contents hereof, and that this Contract is a free act and deed; in witness whereof the authorized representatives of the Parties subscribe their signature hereunder.

In Prague on

In on

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Certificate Issuer

Certificate Recipient

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Certificate Issuer

Certificate Recipient

Requirements with respect to the Personal Data Processing

I.

Definitions

“personal data”, “personal data breach”, “data protection impact assessment”, “data protection officer”, “controller”, “data subject”, “processor” and “process” / “processed” / “processing” have the meaning defined in Regulation (EU) 2016/679 (the “GDPR”), as amended or updated.

“Personal Data Protection Laws” mean the GDPR, EU Directives 2002/58/EC and 2009/136/EC (as transposed in and adapted to the domestic legislation of the EU Member States) or any other similar laws or regulations applicable to the Certificate Recipient or the Certificate Issuer in any part of the world, always as amended and effective.

“Relevant Personal Data” mean any personal data processed by the Certificate Issuer or the Certificate Recipient on the basis of or in connection with this Security certificate transfer contract.

“Office for Personal Data Protection”, “OPDP” means supervisory authority, as defined in the GDPR.

“Other Processor” means any person authorized by the Certificate Recipient to process the Relevant Personal Data.

II.

Requirements with respect to the Personal Data Processing

1. To the extent the Certificate Issuer manually or electronically processes any Relevant Personal Data (i.e. especially, without limitation, name and surname of any natural persons, their address, e-mail address, telephone and fax number, ID No., bank details and VAT No.), the Certificate Issuer undertakes to:
 - a) Make sure that the processing complies with valid Personal Data Protection Laws;
 - b) Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing; and
 - c) Make sure that the Relevant Personal Data are only disclosed to the Certificate Issuer’s staff who have a legitimate reason to process the Relevant Personal Data within the framework of the Certificate Issuer’s business activities.
2. The User confirms for and on behalf of itself and any natural persons whose personal data are disclosed by the User to the Certificate Issuer, that the Certificate Recipient is aware of the fact that the Transporter processes the Relevant Personal Data for the following purposes:
 - a) To perform this Security certificate transfer contract;
 - b) For accounting and administrative purposes;
 - c) In order to secure compliance with any applicable laws and regulations; and
 - d) To increase and enhance the quality of the Certificate Issuer's Certificate Recipients database.
3. The Certificate Issuer is entitled to outsource the processing of the Relevant Personal Data to processors. For more information regarding the methods of personal data processing employed by the Certificate Issuer and regarding any processors authorized by the Certificate Issuer to process personal data, please refer to the website [https:// www.net4gas.cz/en/company/data-protection/](https://www.net4gas.cz/en/company/data-protection/).
4. The Certificate Issuer shall process any Relevant Personal Data only if it is necessary to accomplish the above-mentioned purposes. The Certificate Recipient provides the Relevant Personal Data voluntarily. The Certificate Recipient hereby understands and agrees that if the User provides any personal data to the Certificate Issuer in connection with the performance of this Security certificate transfer contract, and if the personal data concern other natural persons (e.g. the Certificate Recipient’s employees and/or other staff or sub-contractors) and the

processing of such personal data by the Certificate Issuer is necessary to perform this Security certificate transfer contract and fulfil the commitments arising from any generally binding laws and regulations, the Certificate Issuer shall process such personal data to the extent defined and in the manner described in the preceding paragraphs. The Certificate Recipient undertakes to inform such individuals of the processing of their personal data by the Certificate Issuer before the personal data are provided to the Certificate Issuer.

5. The data subjects have the right to access their personal data processed by the Certificate Issuer. They may also have the right to request the Certificate Issuer to correct, update or delete any such personal data and, subject to certain conditions, they may also have the right to request a restriction of or object to any specific processing, or the right to request a transfer of the personal data to another controller. The data subjects may contact the Certificate Issuer by e-mail at osobni.udaje@net4gas.cz should they have any questions, comments or submissions concerning the processing of their personal data. For more information regarding the method of processing personal data by the Certificate Issuer and the rights of data subjects, please refer to the website [https:// www.net4gas.cz/en/company/data-protection/](https://www.net4gas.cz/en/company/data-protection/).
6. To the extent the Certificate Recipient processes any Relevant Personal Data under this General Contract, the Certificate Recipient undertakes to:
 - a) Make sure that the processing is performed in compliance with valid Personal Data Protection Laws;
 - b) Implement relevant technical or organizational measures to protect the Relevant Personal Data from unauthorized or unlawful processing;
 - c) Make sure that the Relevant Personal Data are only disclosed to the Certificate Recipient's staff who have a legitimate reason to process the Relevant Personal Data within the framework of the Certificate Recipient's business activities; and
 - d) Make sure that any third parties (including processors) to whom the Certificate Recipient allows access to the Relevant Personal Data respect and maintain the confidential nature and security of personal data.
7. If the Certificate Issuer or the Certificate Recipient discover that the security of the Relevant Personal Data was breached, they shall inform the other contracting party immediately and, in any case, within 24 hours after the breach was first discovered. The Certificate Recipient undertakes to provide the Certificate Issuer with any and all reasonable assistance in the handling of any requests of the data subjects who exercise their rights under the GDPR, and with any investigation of the Certificate Issuer conducted by the Office for Personal Data Protection, providing they have any connection to the processing of the Relevant Personal Data.
8. The above-mentioned clauses apply to the part of this Security certificate transfer contract during the performance of which the Certificate Recipient and the Certificate Issuer both act as controllers who make independent decisions regarding the purpose and the method of personal data processing.