

DATA TREATMENT CONTRACT in compliance with Article 28 of the General Data Protection Regulation "Regulation (EU) 2016/679 of the European Parliament", and the Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights, as annexed to the widget contract.

Between the company APpload SOLUTIONS S.L. with address in C/Bethencourt Alfonso, 33, Floor 7, 38002 Santa Cruz de Tenerife, with CIF: B76813195

– hereinafter referred to as "the provider" –

and

Entity or holder: Nina Herrmann

Authorized Person:

Street, number: Quickborner Straße 69a

Postal Code, Locality: 25494 Borstel-Hohenraden

Nif:

Customer ID: werticktwe.tucalendi.com

– hereinafter referred to as "customer" –

BACKGROUND:

This contract is concluded as an annex to the online calendar contract, concluded online and using the internet, between the provider and the customer, and defines the obligations of the parties in relation to the processing of data of the personal data files provided by the customer to the provider, in the development of the provision of the service given by the provider. This Annex shall apply to all activities that are related to the "widget" contractor set of small applications or program presented in files or files that are executed by an engine to give easy access to frequently used functions and provide the client with visual information in which the provider performs personal data processing activities (hereinafter "data") where the customer is the controller of the data and the provider is the processor.

Personal data: First name, surname, email, landline, mobile phone, Whatsapp number or any other messaging platform, date, time, country, time zone.

This Annex shall enter into force on the date on which it is signed by both parties and its duration shall be linked to the duration of the widget contract. The widget contract refers to the contract concluded online, for the provision by the provider of the online calendar service and reservation management.

Clause 1.- Object, duration and specification of the data processing by the provider

The object and duration of the data processing, as well as the type and purpose of the processing, are detached from the widget contract. The processing of personal data files where the provider is responsible for the processing is excluded from this Annex.

The validity of this contract is governed by the validity of the widget contract, ending at the end of the aforementioned widget contract.

Clause 2.- Scope of application and responsibility

- (1) The provider will process the personal data at the request of the customer. This assignment includes activities that are defined in the terms and conditions of the widget contract and the services of the service provided. Under this contract, the customer is solely responsible for the processing ("responsible") -for the purposes of Article 4 No 7, the General Data Protection Regulation, and Title V of Organic Law 3/2018- for compliance with all legal provisions on data protection and, in particular, for the lawfulness of data processing.
- (2) The instructions will be determined initially by this contract and may subsequently be modified, supplemented or replaced by individual instructions from the customer in writing, the electronic format may also be accepted.

Clause 3.- Provider obligations

- (1) The provider will only process personal data in the context of the order and instructions of the customer, unless there is an exception for the purposes of Article 28(3)(a) of the General Data Protection Regulation. The provider shall immediately inform the customer if it considers that an instruction is contrary to any applicable law. The provider may refuse to execute unlawful instructions.
- (2) The provider may structure the internal organisation within its scope of responsibilities in such a way as to satisfy the special requirements of data protection. Technical and organisational measures will be taken to adequately protect customer data and to meet the requirements of the General Data Protection Regulation (art. 32 of the General Data Protection Regulation) and of the Spanish Organic Law 3/2018. The provider shall take technical and organisational measures to ensure the permanent confidentiality, integrity, availability and resilience of treatment-related systems and services.
- (3) The provider shall take the necessary measures to secure the data and mitigate the potential adverse effects of the persons concerned.
- (4) The technical description and organizational measures in accordance with Appendix 1 are part of this contract.

The provider shall demonstrate compliance with the agreed protection measures and their validity by providing a data protection and information security certificate.

The provider reserves the right to make a modification of the security measures adopted, provided that the level of protection is not lower than that agreed in the contract.

Whenever necessary and within the framework of its possibilities, the provider shall support the customer in the execution of any request and exercise of the rights of the persons concerned, in accordance with Chapter III of the General Data Protection Regulation, as well as in the fulfilment of the obligations referred to in Articles 33 (on "Notification of a breach of the security of personal data to the supervisory authority") and 34 (on "Communication of a breach of the security of personal data to the data subject") of the General Data Protection Regulation.

- (5) The provider ensures that its workers, and any other person hired by the provider and involved in the processing of data, are prohibited from processing the data outside the

customer's instructions. In addition, the provider ensures that persons authorized for the processing of personal data are committed to keep the confidentiality. The obligation of confidentiality persists after the completion of the data processing.

(6) The provider will inform the customer immediately when it is aware of a security breach of the customer's personal data.

(7) For all data protection issues that may arise under this contract you can contact

APPLOAD SOLUTIONS S.L.

Data Protection Officer

C/Bethencourt Alfonso, 33.

Floor 7. 38002 Santa Cruz de Tenerife

lopd@tucalendi.com

(8) The provider ensures that fulfils its obligations in accordance with Article 32(1)(d) of the General Data Protection Regulation and establishes a process for the periodic verification of the effectiveness of technical and organisational measures in order to ensure the security of the processing.

(9) The provider shall rectify or delete the data that are subject of the contract when the customer indicates so. If a solution is not possible under the data protection, or a corresponding restriction of data processing, the provider will assume the deletion of data media and other materials under an individual order from the customer, or else will give back these data media to the customer if something different is not stipulated in the widget contract.

In any particular case the customer needs it, the storage or delivery of data will be done, but with a special remuneration and protective measures, that must be agreed separately.

(10) At the termination of the contract, data, data storage and all other materials must be delivered or deleted at the customer's request.

(11) In the event that an affected person claims from the customer possible rights in accordance with Article 82 of the General Data Protection Regulation, the provider undertakes to support the customer at its best will and within its means, and provided that the customer's action has been in accordance with the Law and has not neglected the protection of their data in accordance with the current legislation.

Clause 4.- Customer Obligations

(1) The customer must immediately inform the provider when errors or irregularities are found in the results of the processing relating to any legal provision regarding data protection.

(2) In the event that an affected person claims from the customer possible rights in this regard in accordance with Article 82 of the General Data Protection Regulation, clause 3(11) of this contract shall govern accordingly.

Clause 5.- Requests from affected persons

If an affected person contacts the provider to demand rectification, deletion or information, the provider will immediately redirect the request of the affected person to the customer. The

provider will support the customer, within their means and its best will, to follow the customer's instructions. Having fulfilled its obligations, it cannot be held responsible if the customer has not responded to the request of the person concerned, has not done so correctly or has done so out of time.

Clause 6.-Accreditation options

(1) If the customer, or one of its authorized auditors, requires information about the provider for the purpose of complying with the data protection of this contract, such information will be provided during conventional business hours, without interfering with the development of the provider's company. The provider may make them subject to prior notification within a reasonable time and in any case to the signing of a declaration of secrecy about customer data and the technical and organisational measures taken. The provision of this information will carry fees that will be billed to the customer separately.

(2) If the Spanish data protection supervisory authority is to carry out an inspection, the above rule described in paragraph 1 of this clause 6 shall also govern.

Clause 7.-Other processors

1) The customer agrees with the consultations carried out by the provider to external collaborating companies for the necessary maintenance of the infrastructure of the data centers, telecommunication services and customer service.

(2) The customer can at any time access a list of the currently designated collaborating companies, and their registered office, on the website of the www.tucalendi.com provider or on the contact contained in paragraph 7) of clause 3 of this contract.

If the provider subcontracts the processing of data to a collaborating company, the provider shall be obliged to transmit to that company all legal data protection obligations arising from this contract. All responsibility of the collaborating companies contracted by the provider, in relation to the personal data responsibility of the customer, will continue to fall to the provider.