
ANNEX No. 1 to The REGISTRAR CONTRACT

This Annex (hereinafter referred to as „Annex“) to Registrar contract is concluded pursuant to Regulation No. 28 of the European Parliament and of the Council (EU) 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, whereby repealing Directive 95/46/ES (hereinafter referred to as “GDPR“) between:

Trade name : SK-NIC, a.s.
Registered office : Borská 6, 841 04 Bratislava, Slovak Republic
Company ID No. : 35 698 446
Registered : v Obchodnom registri Okresného súdu Bratislava I
oddiel: Sa, vložka č.: 1156/B

as controller (hereinafter referred to as „SK-NIC“)
acting as the first party and

Trade name :
Registered office :
Company ID No. :

as processor (hereinafter referred to as „Registrar“)
acting as the second party

(hereinafter SK-NIC and Registrar mutually referred to as „contracting parties“ and each individual party also as the „contracting party“);

in the following wording:

1 PREAMBLE

- 1.1 As SK-NIC and the Registrar executed the Registrar contract pursuant to which the Registrar while fulfilling its contractual obligations processes certain personal data of Users as the processor on behalf of SK-NIC as the controller for the purpose of registration and management of the Domain Name in the Register and performance of the related tasks, and due to the fact that as of May 25, 2018 GDPR becomes effective pursuant to which particulars of processing the personal data between the controller and processor are amended, contracting parties conclude the following Annex to the Registrar contract.

2 THE SUBJECT OF THE CONTRACT

- 2.1 The subject of the Annex herein is to authorise the Registrar to process the personal data of Users on behalf of SK-NIC, exclusively for the purposes of Domain Name registration,

Domain Name management and of rendering related specific services to the User, and also to ensure due performance of the Registrar's duties resulting from the Registrar contract and from the Terms and Conditions, and to determine mutual rights and responsibilities related therein to personal data processing.

- 2.2 Registrar is a processor on behalf of SK-NIC, and is entitled to process personal data only in the scope of, under conditions and for the purpose agreed with SK-NIC in the Annex and in the manner permitted under GDPR and other applicable laws.

3 NATURE, PURPOSE AND SCOPE OF PERSONAL DATA PROCESSING

- 3.1 The purpose of personal data processing is Domain Name registration for the User with whom the Registrar has concluded the contractual relationship pursuant to respective provision of the Terms and Conditions, the management of such Domain Name for the User (particularly providing the Domain Name registration period extension, transfer of the Domain Name to a new Registrant, change of Authorized Registrar, termination of Domain Name registration period and SK-NIC communication provision pursuant to the Terms and Conditions) providing communication with SK-NIC resulting from the Regulations), the User's contact details management in the Register, provision of the related specific services of SK-NIC to the User and provision of due performance of Registrar obligations under the Contract and pursuant to the Terms and Conditions (hereinafter referred to as "Purpose").
- 3.2 The category of data subjects subject to personal data processing under the Annex herein are the Users interested into Domain Name registration and/or into Domain Name management in the Register via the Registrar.
- 3.3 The subject matter of processing includes personal data of the User necessary to fulfil the Purpose and whose precise scope is determined by the Terms and Conditions (hereinafter referred to as "Personal Data").
- 3.4 The Registrar is as a processor of SK-NIC obliged to process only such Personal Data whose list/scope is determined by the Terms and Conditions, to process the Personal Data for the given Purpose and to use the Personal Data on behalf of SK-NIC only within such operations that are in compliance with the Terms and Conditions and with the Registrar contract, and to proceed in the Personal Data processing to fulfil the Purpose according to the documented guidelines and instructions of SK-NIC.

4 PERSONAL DATA PROTECTION

- 4.1 The Registrar is obliged to ensure the protection of Personal Data by implementation and documentation of security measures in compliance with Article 28 (3) (c), and Article 32 of GDPR along with Article 5 (1) and (2) of GDPR. Security measures to be adopted shall ensure protection of the Personal Data on the security level proportional to the risk that the processing presents to the data subject rights and having in mind provision of permanent confidentiality, integrity, availability and resilience of the processing systems. Whilst doing so, the Registrar shall take into consideration the most recent knowledge (*state-of-the-art* technology level), implementation of the measures implementation and the nature, scope and purpose of processing, with an aim to avoid accidental or unlawful destruction, loss or

unauthorized provision or publishing of the Personal Data, unauthorized access to them or to any other processing operation.

- 4.2 The Registrar and its employees, and other persons who have access to the Personal Data through the Registrar are obliged to keep confidentiality with respect thereto; confidentiality obligation shall endure after termination of the Personal Data processing. The Registrar is entitled to give access to the Personal Data to its employees or other persons with whom the Registrar has concluded a legal relationship only to the extent required to perform its duties while complying with the Purpose and under conditions stipulated in the clause 4.3 of the Annex.
- 4.3 In case of providing access to the Personal Data to employees or other persons with whom the Registrar has concluded a legal relationship, the Registrar is obliged to instruct the respective persons on obligation of complying with provisions of the Annex clause herein and to bind such persons with the obligation of confidentiality in the same scope as the Registrar is bound, and such confidentiality obligation shall last even after termination of respective legal relationship of this person.
- 4.4 The Registrar is not entitled to provide the Personal Data to any third party, except if such provision is necessary for:
 - 4.4.1 employees of the Registrar,
 - 4.4.2 subcontractors under Article 6 of the Annex,
 - 4.4.3 third person if such provision is required by legal regulation or final and exercisable decision of the court or of another public authority of the Slovak Republic.

5 FURTHER REGISTRAR OBLIGATIONS

- 5.1 Registrar as an processor is obliged to provide the performance of requirements stipulated in provisions of Article 28 to 33 of GDPR, particularly of the following:
 - 5.1.1 to provide SK-NIC with all necessary cooperation and support in performing the duties of SK-NIC resulting primarily from provisions of Articles 32 to 36 of GDPR, from other related lawful regulations and in performing the obligations arising as a result of exercising the rights of a data subject,
 - 5.1.2 to notify SK-NIC in writing about each and every security breach resulting into accidental or unlawful destruction, loss, change or unauthorized provision of the Personal Data which are processed by the Registrar for SK-NIC, or of unauthorized access thereto, without undue delay immediately after such breach of the Personal Data protection has become known to the Registrar; the written notice pursuant to the clause herein shall include particulars according to the Article 33 (3) of GDPR (including description of the Personal Data protection breach, categories and approximate number of data subjects and data records concerned, description of the Personal Data protection breach likely consequences and description of adopted measures to address remedy of the Personal Data protection breach),

- 5.1.3 to immediately inform SK-NIC on controls and measures of the Registrar executed under a supervisory body, as well as on conducting of civil, penal or administrative proceedings against the Registrar if they are related to the contractual relationship between SK-NIC and the Registrar and/or to processing of the Personal Data pursuant to the Annex,
 - 5.1.4 to exert all possible effort to support SK-NIC in the event SK-NIC is subject to inspection of supervisory body, civil, penal or administrative proceeding, or to liability claims raised by data subject or third person or any other claim related to processing of the Personal Data by Registrar under this Annex,
 - 5.1.5 to regularly monitor internal procedures and technical and organisational measures to ensure that processing in the scope of responsibility of the Registrar is in compliance with requirements pursuant to GDPR and other related applicable law.
- 5.2 The contracting parties hereby undertake to provide each other with mutual cooperation necessary for the fulfilment of provisions in the Annex herein.
 - 5.3 The Registrar is obliged to ensure and document that the User has been informed on the conditions of processing and protection of personal data according to the Terms and Conditions prior to the Personal Data provision and in situation where personal data of the User processing is based on consent of the User, ensure and document granting such consent. The Registrar is at all times obliged to present evidence of performing this obligation if so requested by SK-NIC.
 - 5.4 If a breach of the Registrar's obligation stipulated in the Annex and/or applicable law with regards to the protection of the Personal Data results into any damage or loss to SK-NIC, the Registrar is obliged to reimburse to SK-NIC such a loss in its full amount.

6 SUBCONTRACTORS

- 6.1 SK-NIC accepts that the Registrar may engage with other processors (subcontractors) to perform particular processing activities that it performs for SK-NIC.
- 6.2 The Registrar is entitled to recruit a subcontractor to carry out processing activities pursuant to Article 6 (6.1) of the Annex, but only under condition that the Registrar concludes a contract in writing with this subcontractor which shall impose on the subcontractor the same personal data protection obligations as those imposed on the Registrar under this Annex. If the subcontractor breaches any obligations herein pursuant to Annex relating to personal data protection, the Registrar shall be fully liable to SK-NIC for the subcontractor's failure to fulfil such duties.

7 SUPERVISORY POWERS OF SK-NIC

- 7.1 The Registrar is obliged to provide SK-NIC with all the information and documentation necessary to prove that it has taken due security measures of the Registrar and that it has performed other obligations of the processor as stipulated in GDPR, in other applicable law and in this Annex.

- 7.2 Upon SK-NIC's request, the Registrar is obliged to permit SK-NIC or any person appointed by SK-NIC to exercise the inspection of the systems processing the Personal Data to ensure compliance of the Registrar's obligations pursuant to this Annex.
- 7.3 The Registrar is obliged to immediately inform SK-NIC in writing, proceeding according to the Terms and Conditions, if according to the Registrar's judgement an instruction from SK-NIC should result into GDPR breach or other applicable law related to data protection breach.

8 TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

- 8.1 The contractually negotiated processing of the Personal Data is exercised by the Registrar in one of the European Union member states or in a country forming European Economic Area. SK-NIC accepts that the Registrar is entitled to process the Personal Data also in a member state forming European Free Trade Association providing that the specific conditions stipulated under Article 44- 50 of GDPR are followed in such a case.
- 8.2 The transfer of the Personal Data to a country located in the territory of country not included in the Article 8.1 of the Annex may be executed only with prior written approval of SK-NIC and upon meeting the special conditions stipulated in the Article 44 to 50 of GDPR.

9 DURATION OF DATA PROCESSING

- 9.1 The Registrar is entitled to process the Personal Data pursuant to conditions agreed in the Annex during the whole term of the Registrar contract.
- 9.2 The confidentiality obligation of the Registrar and the persons whom the Registrar has bound to such confidentiality under the Annex, shall survive even after termination of the Registration contract.

10 DELETION OF PERSONAL DATA

- 10.1 No later than 30 days from the day of Registrar contract's validity termination, the Registrar is obliged to delete or destroy all Personal data and its copies which the Registrar processed for SK-NIC by the date of the Registrar contract termination; the above-stated is not applicable to the Personal Data which the Registrar is obliged to keep after termination of the Registrar contract pursuant to applicable laws.
- 10.2 The Registrar shall provide to SK-NIC list of all Personal Data that the Registrar is obliged to keep also after the termination of the Registrar contract validity pursuant to applicable laws and shall state the period during which it is obliged to retain this data.

11 FINAL PROVISIONS

- 11.1 SK-NIC is entitled to terminate the Registrar contract in case of a material breach of the Annex terms by the Registrar.

- 11.2 The Registrar is aware that its data is published using the specific service for data publishing (e.g. WHOIS) in necessary scope, particularly for the purpose to provide contacting possibility of the Registrar in relation to particular Domain Name.
- 11.3 The Registrar is aware that to ensure the Purpose and execution of rights and performance of obligations of contractual parties resulting from the Registrar contract, SK-NIC also processes IP address and bank details of the Registrar.
- 11.4 This Annex supplements the Registrar contract, forms its inseparable part and replaces provisions of the Registrar contract regarding personal data protection; other provisions of the Registrar contract remain valid.
- 11.5 All terms and definitions used in the Annex herein have the same meaning as terms and definitions used in the Terms and Conditions, unless expressly stated otherwise.
- 11.6 Regarding the fact that SK-NIC is also entitled to process the Personal Data for the purposes of performing the obligations under the Registrar contract, the Registrar testifies with its signature of Annex that it has read the information on personal data processing by SK-NIC as stated in the Terms and Conditions.
- 11.7 For the avoidance of doubt, the Registrar acknowledges that the Annex herein shall not affect personal data processing executed by the Registrar in its own name for the purposes and by manner and means of which the Registrar has control; with regard to such processing the Registrar is an independent processor and SK-NIC is not liable for such personal data processing.
- 11.8 The contracting parties declare that prior to concluding hereof, they have carefully read the Annex, understood its contents and attest that it is executed of their true and free will and that the Annex was not concluded in duress or under grossly unfavourable terms, hereby attach their own signatures.
- 11.9 The Annex was drawn up in two copies and produced in two (2) counterparts of which each contracting party shall receive one (1) counterpart.
- 11.10 The contracting parties declare they are capable and authorized to conclude the Annex.
- 11.11 The Annex comes into force upon its signing by both contracting parties and shall become effective as of 25th May 2018.

On behalf of SK-NIC:

On behalf of the Registrar

signature:

signature:

name: Ing. Peter BÍro

name:

position: Director
SK-NIC, a.s.

position:
.....
(business name)

date: in Bratislava,
on

date: in
on