

## STANDARD CONTRACTUAL CLAUSES

By agreeing to the Terms of Use, you have given your consent to enter into this agreement on the transfer and processing of your personal information.

You, as the user and tenant of the license to use the site and the program Time Analytics d.o.o.

As a Controller

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Processor:

Time Analytics d.o.o. Uzice

Ljuba Stojanovica 5, Uzice

Company number: 21614238

Who is represented by the director Bojan Radojicic

hereinafter: Processor, on the other hand

(hereinafter together: the Contracting Parties)

they agreed on the following.

## Article 1.

This contract regulates the legal relationship between the Contracting Parties in connection with the actions of personal data processing entrusted to the Processor by the Handler.

The subject of processing, the nature and purpose of processing, the types of personal data and the types of persons to whom the processed data relate are defined in Annex 1 to this contract, which forms an integral part thereof.

For everything that is not regulated by this contract, the contracting parties are free to regulate independently, if it is not in conflict with this contract, or if it does not reduce the protection of personal data or the rights of data subjects.

## Article 2.

### Definitions:

- 1) the terms "personal data", "data subject", "data processing", "Controller", "processor", as well as "violation of personal data", have the meaning determined by the Law on Personal Data Protection ("Official Gazette of RS", No. 87/2018);
- 2) "sub-processor" is another processor to whom the processor has entrusted the performance of certain processing operations on behalf of the operator;
- 3) "protection measures" means appropriate technical, organizational and personnel measures, which aim to ensure the effective application of the principles of personal data protection, as well as the protection of the rights and freedoms of data subjects;
- 4) "Law" means the Law on Personal Data Protection ("Official Gazette of RS", No. 87/2018) with bylaws adopted in accordance with that law;
- 5) "valid regulations" mean positive regulations of the Republic of Serbia.

## Obligations of the operator

### Article 3

The Controller is obliged to process personal data in accordance with the Law, as well as to apply all data protection measures and ensure the exercise of the rights and freedoms of the data subject.

The Controller undertakes to issue instructions to the Processor regarding the processing of personal data in writing, as well as that it will be clear, precise and in all respects in accordance with the applicable regulations.

## Obligations of the Processor

### Article 4

The Processor is obliged to process personal data only on the basis of written instructions of the Handler, including instructions regarding the transfer of personal data to other countries or international organizations, unless the Processor is obliged by law to process data. In that case, the Processor is obliged to inform the Operator about that legal obligation before starting the processing, unless the law prohibits the submission of this information due to the need to protect an important public interest.

The Processor is obliged to warn the Operator without delay if he considers that the written instruction received from him is not in accordance with the Law and / or other applicable regulations, ie the provisions of this contract, and in case of doubt regarding his actions he is obliged to request the Operator's opinion.

The procedure and decision-making on further action in the situations referred to in the previous paragraph of this Article, as well as the consequences in case of potentially illegal instruction, are defined in Annex 2 to this Agreement, which forms an integral part thereof.

The Processor is obliged to ensure that only persons who need access to personal data in order to fulfill the Processor's obligations to the Controller have access to such data.

The Processor is obliged to ensure that the natural person who is authorized to perform personal data processing activities with the Processor is obliged to keep the data confidential or that that person is subject to the legal obligation to keep the data confidential.

The need for persons to have access to personal data will be reviewed from time to time, and if it is found that a person has ceased to have access to such data, they will be denied access.

The Processor is obliged to assist the Operator in fulfilling the obligations prescribed by the Law.

The Processor must be able to present to the Operator the performance of its obligations under this Agreement.

If the Processor violates the provisions of this contract, determining the purpose and manner of processing personal data, it will be considered the Handler in relation to that processing.

The obligations of the Processor under this contract do not diminish his obligations in accordance with the Law or other applicable regulations.

## Processing security

### Article 5

The Contracting Parties shall implement appropriate protection measures in order to achieve an appropriate level of security in relation to risk, in accordance with the level of technological achievements and costs of their application, nature, scope, circumstances and purpose of processing, as well as the probability of risk and risk level. rights and freedoms of individuals.

The contracting parties are obliged to separately assess the probability of occurrence of risk and the level of risk for the rights and freedoms of individuals, as well as to determine appropriate protection measures to reduce the assessed risk, provided that the Operator provides all information to the Processor. to fulfill this obligation of his.

Where appropriate, the protection measures referred to in this Article of the contract shall include in particular:

- 1) pseudonymization and crypto protection of personal data;
- 2) ensuring lasting confidentiality, integrity, availability and resilience of processing systems and services;
- 3) ensuring the re-availability and access to personal data in the event of physical or technical incidents as soon as possible;
- 4) conducting regular testing, evaluation and assessment of the effectiveness of technical, organizational and personnel security measures for processing.

When assessing the appropriate level of security referred to in paragraph 1 of this Article, special account shall be taken of the risks of processing, in particular the risks of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to personal data transmitted, stored or otherwise processed.

If during the processing it is established that additional protection measures are needed in relation to those already agreed, the contracting parties shall subsequently include such protection measures in Annex 3 to this Agreement, which forms an integral part thereof.

The contracting parties are obliged to take measures in order to ensure that any natural person authorized to access personal data by the Handler or Processor, processes that data only by order of the Handler or if required by law.

Notwithstanding the previous provisions of this contract, the Processor has the right to disclose any personal data at the request of a court or other state body in the exercise of their powers prescribed by applicable regulations, with the obligation to immediately notify the Handler, and to consult with the Handler. to the extent possible, on the scope and form of disclosure.

## Notification of personal data violation

### Article 6

The Processor is obliged to inform the Controller without undue delay about the violation of personal data that may pose a risk to the rights and freedoms of natural persons, as well as to assist the Controller in fulfilling his obligations under the Law.

The notification referred to in paragraph 1 of this Article must contain at least the following information:

- 1) a description of the nature of the personal data breach, including the types of data and the approximate number of persons to whom the data relate, as well as the approximate number of personal data whose security has been violated;
- 2) description of possible consequences of the injury;
- 3) a description of the measures taken or proposed by the processor in relation to the breach, including measures taken to mitigate the adverse consequences.

The Processor is obliged to provide all the information, requested documentation and necessary assistance in order to eliminate or reduce the possible consequences of the violation of personal data in the situation that arises, at the request of the Operator.

If personal data is violated, the Handler may temporarily suspend the transfer of data to the Processor.

The deadline, content and manner of notifying the Controller of data breaches by the Processor are defined in Annex 4 to this Agreement, which forms an integral part thereof.

## Impact assessment on personal data protection

### Article 7

Taking into account the nature of the processing and the information available to it, the Processor is obliged to assist the Handler in fulfilling his obligation regarding the assessment of the impact of the envisaged processing operations on personal data protection and the obligation to seek the opinion of the Commissioner for Information of Public Importance. persons before starting the processing operation.

## Hiring Processors

### Article 8

The Processor may entrust the processing to a sub-processor only if the Operator authorizes him to do so on the basis of a general or special written authorization. If the processing is entrusted on the basis of a general authorization, the Processor is obliged to inform the Operator about the intended selection of the processor, ie the replacement of the processor, so that the Operator has the opportunity to declare such a change.

The deadline within which the Handler has the right to decide on the selection or replacement of subcontractors, as well as the list of subcontractors approved by the handler, regardless of whether the handler is authorized to entrust processing to them based on general or special written authorization of the Handler, are defined in Annex 5 to this contract, which forms an integral part thereof.

If the Processor appoints a processor to perform special processing operations on behalf of the Handler, it is obliged to ensure that the same personal data protection obligations set out in this contract apply to the processor, based on a special contract or other legally binding act concluded or adopted in written form, which includes electronic form, which in the relationship between the Processor and the sub-processor determines sufficient guarantees for the application of appropriate protection measures that ensure that the processing is performed in accordance with the Law, applicable regulations and provisions of this contract.

The Processor is obliged to include in the contract or other legally binding act concluded with the processor a provision enabling the Operator to, in case of termination of the Processor, for any reason, have the right to request the processor to destroy or return personal data subject to that contract or other legally binding act.

If he entrusts the processing to the processor, the Processor must be able to indicate that the processor has been engaged in everything in accordance with the provisions of this article of the contract.

The processor is obliged to submit to the Controller a copy of the contract or other legally binding act concluded with the processor immediately after the conclusion of the contract or the adoption of another legally binding act. The Processor has the right not to submit to the Operator the data from the contract or other legally binding act that do not concern the processing of personal data.

If the processor does not fulfill its obligations regarding the protection of personal data, the Processor is responsible to the Handler for fulfilling the obligations of the processor.

## Rights of data subjects

### Article 9

Taking into account the nature of processing, the Processor is obliged to assist the Handler, as far as possible, in fulfilling the obligations of the Handler in relation to the requirements for exercising the statutory rights of data subjects.

If the data subject submits a request for exercising a right prescribed by applicable regulations to the Processor, and for whose actions the Handler is responsible, the Processor is not authorized to act upon such request of the person, but is obliged to immediately inform the Handler and forward it to him. request, as well as to inform the person who submitted the request that it has been forwarded to the Operator.

In case of termination of the Operator, the Processor is obliged to act upon the requests of the data subject, unless there is a legal successor of the Operator, who assumes the rights and obligations of the Operator from this contract.

## Data transfer to other countries or international organizations

### Article 10

The transfer of personal data to another country, to a part of its territory, or to one or more sectors of certain activities in that country, or to an international organization may be done in accordance with the provisions of applicable regulations, while ensuring an adequate level of personal data protection. , the feasibility of all rights and effective legal protection of data subjects.

The processor may transfer personal data to another state, to a part of its territory, or to one or more sectors of certain activities in that state or to an international organization only on the basis of written instructions from the Handler.

The instructions of the Controller for the transfer of personal data to another country, to a part of its territory, or to one or more sectors of certain activities in that country or to an international organization, as well as a list of countries to which data transfer is approved, will be given in Annex 6 of this contract and will be its integral part.

## Processor operation control

### Article 11

The Processor is obliged to make available to the Controller all information necessary to present the fulfillment of the Processor's obligations prescribed by applicable regulations and this contract, as well as information that enables and contributes to the control of the Processor, conducted by the Operator or another person authorized by the Operator.

The Operator is obliged to inform the Processor about the found omissions in writing, which includes e-mail, as well as to leave the Processor a reasonable deadline for their elimination.

Until the Processor eliminates the shortcomings found in the implementation of the obligations referred to in paragraph 1 of this Article, the Handler may suspend the transfer of data to the Processor.

The manner of control of compliance with the obligations of the Processor referred to in paragraph 1 of this Article by the Operator, or a person authorized to do so, as well as the deadline and manner of elimination of omissions by the Processor, is described in Annex 7 to this contract.

## Processing duration

### Article 12

This Agreement shall apply and is concluded for the period of processing indefinitely.

Obligations of the Processor after the completion of the agreed processing operations

### Article 13

After the completion of the agreed processing operations, the Processor is obliged, based on the decision of the Handler, to delete or return to the Handler all personal data and delete all copies of this data, unless the law prescribes the obligation to keep data.

The processor must be able to present to the Operator the fulfillment of its obligation from the previous paragraph of this article.

The conditions of termination of the contract, notice period, as well as the consequences of termination and liability in case of non-fulfillment of contractual obligations, the contracting parties may determine in Annex 8, which is an integral part of this contract.

## Applicable law

### Article 14

Standard contractual clauses are interpreted and applied in accordance with the regulations of the Republic of Serbia.

## Dispute resolution

### Article 15

In case of a dispute, the contracting parties agree that the court in Belgrade will have real jurisdiction.

## Final provision

### Article 16

This contract is made for each contracting party.

## Annex 1

This attachment is an integral part of the contract. It must be completed and signed by the contracting parties.

Subject of processing (specify):

Persons who enter their personal data on the site [timeanalyticssoftware.com](http://timeanalyticssoftware.com) ("Site").

Nature and purpose of processing (specify):

Insight into personal data can be done in order to technically maintain the functioning of the site and the processes that take place in the background of the site.

Types of data subjects (specify):

Employees at the Operator.

Types of personal data (specify):

Name, surname, e-mail address, time spent on the project / job.

Special types of personal data are not processed.

## Annex 2

This attachment is an integral part of the contract. It must be completed and signed by the contracting parties.

Procedure, making decisions on further action in situations when the Processor considers that the written instruction received from the Operator is not in accordance with applicable regulations and / or the Law and / or provisions of the Standard Contractual Clauses and consequences in case of illegal instruction (describe):

The processor will stop processing and notify the Operator in electronic form if he considers that the processing is illegal or that it is not in accordance with the written instructions or this contract.

If the written instructions of the Operator, in agreement with him, are not changed, the Processor will notify the Commissioner.

## Annex 3

This attachment is an integral part of the contract. It must be completed and signed by the contracting parties.

Description of protection measures:

1) technical measures:

Login code

2) organizational measures:

Different codes for admin account and user account.

3) personnel measures:

Periodic control of software operation by the employee.

## Annex 4

This attachment is an integral part of the contract. It must be completed and signed by the contracting parties.

The deadline within which the Processor is obliged to notify the Handler of the data breach is 24 hours. (in words: twenty-four hours).

Content and manner of notifying the Operator of data breach by the Processor on the basis of Standard Contractual Clauses (describe):

Written notification electronically in the form of e-mail or telephone conversation which must be confirmed by subsequent notification in the form of e-mail.

## Annex 5

This attachment is an integral part of the contract. The contracting parties must fill it out and sign it if the processing is entrusted to subcontractors.

If the processing is performed on the basis of a general authorization, the deadline within which the operator has the right to decide on the selection or replacement of the intended processor is three (in words: three) days.

In case the operator does not respond within the set deadline, it will be considered that he has given up.

*Processing is not entrusted to processors.*

## Annex 6

This attachment is an integral part of the contract. The contracting parties must fill it out and sign it, if the personal data are taken out of the Republic of Serbia. If the data are not taken out of the Republic of Serbia, this attachment is not a mandatory part of the contract.

*Personal information (data) will be processed in the Republic of Serbia.*

## Annex 7

This attachment is an integral part of the contract. It must be completed and signed by the contracting parties.

Manner of control of the Processor's compliance with the obligations of the Processor:

Regular control is reflected in the continuous communication between the Processor and the Operator.

The handler will send inquiries in electronic form (e-mail) to which the Processor is obliged to respond. In case he does not answer, the Operator can access the extraordinary control.

Extraordinary control is carried out by the Handler in the Processor's premises.

In the event that there is a defect or illegality in the processing, the Handler will notify the Commissioner and take over to perform the processing without the mediation of the Processor, or stop there.