

EU Representative Services Agreement

Europe Services, SE and REP27 LTD — version 1.3, 17 October 2026. This is the agreement referred to in the designation form.

1. Parties

The provider is Europe Services, SE, Na Čecheličce 425/4, Smíchov, 150 00 Praha 5, Czech Republic, IČO 03571785, registered at the Municipal Court in Prague, file H 1486. For designations under Article 27 of the UK GDPR the provider is REP27 LTD, company number 17385889, Unit 82a James Carter Road, Mildenhall, Suffolk IP28 7DE, United Kingdom. The client is the company or individual named in the designation form. Where a client buys both territories, each entity contracts for its own territory and neither is liable for the other's mandate.

2. What the client appoints us to do

Under Article 27 GDPR, and where applicable Article 27 of the UK GDPR, the client designates the provider as its representative for the territory stated on the designation. A designation under Article 27 GDPR covers the whole European Economic Area: all 27 EU Member States plus Norway, Iceland and Liechtenstein, at no extra cost. In that capacity the provider is addressed, in addition to or instead of the client, by supervisory authorities and data subjects on all issues related to the processing. Where the client buys the responsible person service, the provider is designated under Article 16 of Regulation (EU) 2023/988 for the products listed in the file.

3. What we do

We publish a contact address the client puts in its privacy notice. We receive requests from data subjects and authorities, log the date of arrival, and forward them to the client within two working days with the original text and the statutory deadline already calculated. We keep a copy of the client's record of processing activities under Article 30(1) and make it available to a supervisory authority on request. We answer procedural questions about the designation itself and confirm its validity to anyone who asks. Paid plans also include, free of charge, the Swiss declaration under Article 14 nFADP described in Annex 4.

4. What we do not do

We do not answer on the merits in the client's place, do not give legal advice, do not act as data protection officer, do not carry out audits or impact assessments, do not draft the client's privacy notice, do not act as representative in Switzerland under Article 14 nFADP, and do not represent the client in proceedings. The designation is without prejudice to legal actions which may be brought against the client itself, as Article 27(5) GDPR provides.

5. What the client undertakes

The client keeps the information in the designation form true and up to date, and tells us within fifteen days of any change to its registered address, activity, processing or contact person. The client publishes the exact wording we supply in its privacy notice. The client supplies its record of processing activities under Article 30(1) and keeps it current. The client replies to forwarded requests within the statutory deadline. The client tells us before it starts any processing that falls within Annex 3.

6. Records under Article 30

The client's record stays the client's document: we hold a copy, we do not write it and we do not correct it. Where the client has no record yet, we supply a template. Failure to supply the record

does not invalidate the designation but leaves the client exposed if an authority asks us for it.

7. Plans, requests and fees

Fees are those shown at the time of purchase, exclusive of VAT where applicable. The Base plan covers up to ten forwarded requests per year; beyond that the client may move to Standard, which has no limit on forwarded requests, paying only the difference for the remaining term. The Multi plan adds a mailbox dedicated to the client alone. Annual plans carry a seven-day free trial from approval, with no card required; monthly billing exists only for the responsible person service under Article 16 and carries no trial.

Fees are stated in euros (EUR) and the contractual price is always the EUR amount. Where the client chooses to pay in US dollars (USD), pounds sterling (GBP), Canadian dollars (CAD), Australian dollars (AUD), New Zealand dollars (NZD), Swiss francs (CHF), Czech korunas (CZK), Japanese yen (JPY) or Norwegian kroner (NOK), the amount charged is the equivalent of the EUR fee converted at the most recent euro foreign exchange reference rate published by the European Central Bank at the time of payment; this option is available only where no VAT is charged. The invoice states both amounts and the rate applied. Renewals are charged in the same currency as the first payment, converted from the EUR renewal fee at the most recent ECB reference rate published before each renewal; refunds are made in the currency of the original payment. Any conversion charges applied by the client's bank or card issuer are borne by the client.

No refunds are given for a period already paid; the representation remains active until the end of the paid period.

8. Term, renewal and termination

The designation runs for one year from the date of issue and renews for successive years unless either party gives written notice thirty days before expiry. Either party may terminate for material breach with thirty days' written notice, and the provider may terminate with immediate effect where the client carries out an activity listed in Annex 3, refuses to answer forwarded requests, or has given false information in the designation form. On termination the designation is revoked, the verification code shows the mandate as ended, and the client removes our name from its privacy notice without delay.

9. Non-payment

Where a renewal is not paid, the provider issues reminders and suspends the mandate only after the last failed attempt, with eight days of grace. A client who has paid is never suspended.

10. Liability

The provider is liable for its own failure to receive, log and forward requests. It is not liable for the client's compliance with the GDPR, for the content of the client's replies, or for penalties imposed on the client. Save for damage caused intentionally or by gross negligence, and save for liability that cannot be limited by law, the provider's aggregate liability is limited to the fees paid by the client in the twelve months preceding the event.

11. Confidentiality and data protection

Each party keeps confidential what it learns from the other. In receiving and forwarding requests the provider acts as the client's processor: it processes personal data only on the client's documented instructions, keeps it confidential, applies appropriate security measures, assists the client with requests and with Articles 32 to 36, and on termination returns or deletes the data except where retention is required by law. The provider may use sub-processors for hosting, mail

delivery and payment, and remains responsible for their acts. Transfers outside the European Economic Area rest on the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914.

12. Public register

Appearing on our public client register is optional. Entries are published only with written consent, show the company name, country and a sentence on the sector, and never the name of an individual. Consent can be withdrawn at any time and the entry is removed immediately.

13. Governing law

Agreements with Europe Services, SE are governed by Czech law, with jurisdiction of the courts of Prague. Agreements with REP27 LTD are governed by the law of England and Wales, with jurisdiction of the courts of England and Wales. The choice of law does not deprive a consumer of the protection of the mandatory rules of the country where they reside.

Annex 1 — Response times

Requests reaching us are logged on arrival and forwarded within two working days. Approval of a company file takes up to twenty-four hours; for an individual, up to forty-eight hours, because the identity document is checked by a person.

Annex 2 — What counts as a request

A request is any message from a data subject exercising rights under Articles 15 to 22, or from a supervisory authority, addressed to the representative. Routine correspondence, marketing and spam are not requests and are not counted against the plan limit.

Annex 3 — Excluded activities

The provider does not accept a mandate where the client's activity consists of: processing special categories of data under Article 9 or criminal-conviction data under Article 10 as its core business; services aimed at children under sixteen; large-scale systematic monitoring or biometric identification; data brokerage or scraping; adult content; gambling; consumer pharmaceuticals; or any regulated activity carried on without the licence it requires. Incidental content supplied by users in free text is not an excluded activity, provided the client neither seeks it nor uses it.

Annex 4 — Swiss declaration under Article 14 nFADP

A client holding an Article 27 GDPR designation on a paid plan, including a free trial once it has been paid, may complete free of charge the Swiss assessment under Article 14 of the Swiss Federal Act on Data Protection (nFADP, nLPD, nDSG). The link to the form is sent with the approval e-mail or, for a free trial, after payment. The form shows the data already given in the designation; the client confirms four answers on its processing and signs them electronically.

Where at least one answer is NO, the provider countersigns a declaration of exemption, issued as a PDF with a verification code and a QR code and published on a verification page. Where all four answers are YES, a representative in Switzerland is required: no declaration is issued, the client is told so at once, and the provider, which does not act as representative in Switzerland, may put the client in contact with one.

The declaration rests entirely on the answers declared and signed by the client, which remains responsible for their accuracy and makes a new declaration if its processing changes. It is not legal advice and does not bind the Federal Data Protection and Information Commissioner (FDPIC). It has the same expiry as the designation and is renewed with it; it is suspended while the

designation is suspended, including for an unpaid renewal, and ends with it.

Questions on this agreement: info@gdprrepresentative.com