

AGREEMENT ON ENTRUSTMENT OF PERSONAL DATA PROCESSING; (DATA PROCESSING AGREEMENT)

Concluded by and between **Cyberlift Prosta Spółka Akcyjna** seated in Warsaw, Aleje Jerozolimskie 85/21, 02-001 Warsaw, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS no.: 1060890, NIP [Tax Id No.]: 5223272287, REGON (National Business Registry Number): 526504271, and the **Client**.

Article 1 Definitions

For the purposes of this Agreement, the Parties agree on the following definitions:

- 1) Controller – a controller within the meaning of art. 4(7) of the GDPR;
- 2) Personal data – personal data within the meaning of art. 4(1) of the GDPR, the Controller or processor of which is the Client, which data is defined in § 2 para. 2 of this Agreement;
- 3) Application Access – the service referred to in the Terms and Conditions;
- 4) Client – a Client using the Application Access within the meaning of the Terms and Conditions who has entrusted Cyberlift with the processing of the Personal data in connection with the performance of the Terms and Conditions;
- 5) Personal data breach – a breach of personal data protection as defined in art. 4(12) of the GDPR;
- 6) Processing – the processing of personal data within the meaning of art. 4(2) of the GDPR;
- 7) GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council 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, and repealing Directive 95/46/EC (General Data Protection Regulation);
- 8) Terms and Conditions – the terms and conditions entered into between Cyberlift and the Client to which the entrustment of Personal data Processing is related;
- 9) Services – the services indicated in § 2 para. 3 of this Agreement.

Article 2 Definitions

1. This Agreement sets out the terms and conditions for the Processing of Personal data by Cyberlift, the Processing of which the Client entrusts to Cyberlift.
2. The Client entrusts Cyberlift with the processing of the following Personal data:
 - 1) type of personal data covered by this Agreement: data related to the performance of duties between the Client and the Client's staff member, including e-mail address, first name, last name, device location, IP, Client's e-mail language;
 - 2) categories of persons to whom the Personal data relates: the Client's staff – employees, persons employed under contracts other than an employment contract.
3. Cyberlift will process the Personal data in connection with the provision of the Application Access; the entrustment of the Processing of the Personal data occurs for the purpose of performing the aforementioned service.

4. Cyberlift declares that the processing of the Personal data will take place exclusively in the ICT system.
5. The Client shall exercise the rights set out in this Agreement in such a way as not to interfere with the performance of the Terms and Conditions and the conduct of Cyberlift's business.

Article 4
Processing period

1. The Personal data will be processed by Cyberlift for the duration of the provision of the Application Access referred to in the Terms and Conditions.
2. Upon termination of the Terms and Conditions, Cyberlift will either return or delete the Personal data associated with this Agreement that will be in Cyberlift's possession as of the date of transfer, in accordance with the terms and within the timeframe set forth in the Terms and Conditions.

Article 4
Personal data processing

1. Cyberlift is obliged to process the Personal data for the purpose, to the extent and under the conditions set out in this Agreement and the data protection legislation.
2. The Parties agree that the Personal data shall be processed in accordance with the Controller's instructions given to Cyberlift, which shall be promptly sent to Cyberlift in electronic form at the address indicated in § 9 para. 4 of this Agreement.
3. Cyberlift will inform the Client if, in its opinion, the Controller's instruction given to it by the Client is incompatible with the GDPR or other data protection legislation.
4. The Controller's instructions which relate to a change in the scope or manner of provision of the Application Access constitute an order to Cyberlift of an additional service for the performance of which Cyberlift is entitled to additional remuneration.
5. The Client warrants that it is entitled to entrust Cyberlift with the Processing of the Personal data covered by this Agreement.

Article 5
Responsibilities of Cyberlift

1. Cyberlift undertakes to comply with this Agreement and the relevant legislation applicable to the Processing related to this Agreement, in particular it undertakes to comply with the obligations of the processor under the GDPR.
2. Cyberlift, as a processor, is obliged to assist the Controller to the extent necessary in complying with the obligation to respond to requests from the data subject and to comply with the obligations set out in art. 32 to 36 of the GDPR.
3. Cyberlift ensures that persons authorised by Cyberlift to Process are obliged to maintain secrecy or are subject to an appropriate statutory obligation to maintain secrecy.
4. Cyberlift, as a processor, implements appropriate technical and organisational measures in accordance with art. 32 of the GDPR.
5. In the event that Cyberlift identifies the Personal data breach, Cyberlift shall:
 - 1) notify the Client of the Personal data breach no later than 60 hours after Cyberlift has identified the Personal data breach to the e-mail address specified in § 9 para. 4 of this Agreement.

2) provide the Client, as far as possible, with additional information regarding the Personal data breach identified by Cyberlift.

Article 6

Client's entitlements

1. The Client shall be entitled to make enquiries about the manner in which Cyberlift performs this Agreement and to make enquiries about the Personal data breaches. In this respect, the Client shall address enquiries to the e-mail address indicated in § 9 para. 4 of this Agreement.
2. The Client is entitled to audit Cyberlift to verify Cyberlift's compliance with this Agreement. The audit must meet the following requirements:
 - 1) during the audit, those participating in the audit are required to comply with Cyberlift's internal security and confidentiality procedures;
 - 2) Cyberlift may make participation in the audit subject to the prior conclusion of an appropriate confidentiality agreement with Cyberlift;
 - 3) the audit may not be carried out more than once per calendar year and may not last longer than 2 days.
3. The audit will be carried out with a minimum of 14 days' notice, which should be sent to the e-mail address indicated in § 9 para. 4 of this Agreement
4. Each Party shall bear its own costs in carrying out the audit.
5. Any non-compliance with the GDPR found during the audit should be remedied by Cyberlift within the timeframe agreed between the Parties.

Article 7

Liability

1. Cyberlift's liability to the Client, also in connection with a possible breach of this agreement, is set out in the Terms and Conditions.
2. The Client shall indemnify Cyberlift against claims, damages, costs, charges or any other demands in connection with this Agreement, in particular made against Cyberlift by the Controller.

Article 8

Subcontractors

1. The Client agrees that Cyberlift may entrust the Personal data covered by this Agreement to subcontractors, including collaborators, for further processing. Accordingly, including to the extent that the Personal data is processed by the subcontractor concerned, the processing of the Personal data is also subject to the terms and conditions laid down by that subcontractor.
2. Cyberlift is entitled to transfer the Personal data to entities located in a third country. Cyberlift, or a subcontractor, shall comply with the requirements for the transfer of the Personal data to a third country as referred to in art. 44 to 49 of the GDPR.

Article 9

Final Provisions

1. This Agreement shall enter into force upon acceptance of the Terms and Conditions and shall be concluded for the term of the Terms and Conditions.

2. The termination of the Terms and Conditions shall result in the termination of this Agreement without the need for any further declaration. Termination of this Agreement before the end of the period for which the Terms and Conditions have been concluded is excluded.
3. This Agreement shall be governed by the Polish Law. The competent court for any disputes shall be the court specified in the Terms and Conditions.
4. The e-mail addresses used by the Parties are indicated in § 16 para. 8 of the Terms and Conditions.
5. Any amendments hereto shall be null and void unless made in documented form.
6. This Agreement may be available in different language versions, which are for information purposes only; the Polish version is binding on the Parties.