

DATA PROCESSOR AGREEMENT

Concluded by and between :

_____, a company duly incorporated and existing under the laws of _____ with business identity code _____, and having its registered office at _____ no.____, _____, as **Data controller**, hereinafter referred to "**Client**", represented by:

- _____ - CEO

And

Skyrise Sp. z o.o., a company duly incorporated and existing under the laws of Poland, with seated in Katowice (40-082), Jana III Sobieskiego 2 Str., Poland, registered by the District Court Katowice-Wschód in Katowice Business Division of the National Court Register under the number KRS: 0000314199, tax ID (NIP) no: 9542741996 r, as **Data Processor**, hereinafter referred to as "**Supplier**"), represented by:

- _____ - CEO

The following agreement on the processing of personal data has been entered into ("**Data Processor Agreement**"):

1. PREAMBULE, CONDITIONS OF THE AGREEMENT

- 1.1. The Data Processor Agreement applies to all processing of personal information that Supplier shall undertake for Client as a result of the cooperation between the companies regarding services provided by the Supplier _____, under the Agreement _____ concluded by and between parties on date _____ (hereinafter referred to as "**Master Agreement**").
- 1.2. The Data Processor Agreement has been concluded according to the art. 28 of European Parliament and Council Regulation on the Protection of individuals upon personal data processing, and on the free flow of such information repealing Directive 95/46 / EC (hereinafter referred to as "**GDPR**").

2. DATA PROCESSOR AGREEMENT PURPOSE

- 2.1. Supplier processes personal information on behalf of the Client in order to provide services to the Client, who may uses this services in order to provide its services to its own customers.
- 2.2. The purpose of processing, duration of processing, type of processing, types of personal data to be processed and categories of data subjects is specified in Appendix 1 to this Agreement.
- 2.3. This Data Processor Agreement shall ensure that personal data is processed in accordance with applicable laws for processing personal data, including the Personal Data Protection Act applicable in a country of the Supplier at any time, and associated EU regulations, as well as further regulations implemented in such law as the GDPR, and hereinafter referred to all together as the "**Personal Data Protection Rules**".
- 2.4. Supplier shall process personal information in the manner described in this Data Processor Agreement, or as otherwise agreed in writing (including electronically) between Client and the Supplier. Concepts and definitions used in the Data Processor Agreement shall be understood in the same way as in the Personal Data Protection Rules.

3. CLIENT'S RIGHTS AND PROCESSOR'S DUTIES

- 3.1. Supplier shall undertake appropriate technical and organisational measures to ensure that all processing under the Data Processor Agreement complies with the requirements of the Personal Information Act, and the Protection of Data Subjects' Rights, including compliance with all requirements pursuant to Article 32 of GDPR or other under Personal Data Protection Rules.

Skyrise as Processor _ Data Processor Agreement

- 3.2. Supplier shall only process personal data based on documented instructions from the Client; unless processing is required by law, Supplier is subject to compliance with Article 28, paragraph 3 a) of GDPR.
- 3.3. Client hereby instructs the Supplier to process personal information specified in the Annex 1 in accordance with the Data Processor Agreement and, to the extent and in the manner in which such processing is specified by Appendix 1. In case any other personal data processing required to provide Client with the services according to separate agreement between the parties, Parties shall agree on additional Appendix to this Agreement.
- 3.4. The Supplier shall, by means of appropriate technical and organisational measures, bearing in mind the nature of processing and to the extent possible, assist Client in responding to requests submitted by data subjects seeking to exercise their rights pursuant to Chapter III of the GDPR.
- 3.5. The supplier shall assist the Client in ensuring compliance with the obligations relating to personal information security and assessment of the privacy implications and pre-emptions in Articles 32 to 36 of the GDPR, bearing in mind the nature of the processing and the information available to the Supplier.
- 3.6. The Supplier shall keep a record of processing activities performed on behalf of the Client, which shall contain at least the information provided pursuant to the Article 30, no. 2. of the GDPR.
- 3.7. The Supplier commits to the confidentiality of personal data accessed by the person concerned under the Data Processor Agreement and the processing of personal data, and shall ensure that persons authorised to process personal data have committed themselves to their confidential processing, or are subject to an appropriate statutory duty of confidentiality. This provision also applies after the termination of the Data Processor Agreement.
- 3.8. If the Supplier considers that an instruction from the Client is in violation of the Personal Information Rules, or this Data Processor Agreement, or other regulation for the processing of personal data, the Supplier shall immediately share its opinion with the Client. The Supplier undertakes to exercise its obligations under the Data Processor Agreement, despite its opinion, on the risk and under recourse liability of the Client, however in case of claims for Supplier's infringement of Personal Data Protection Act, the Supplier may claim Client for redress.

4. USE OF SUBCONTRACTORS / SUBPROCESSORS

- 4.1. The Supplier shall only use subcontractors to process personal data (sub-processor) that are required to implement appropriate technical and organisational measures to meet data processing requirements under the Personal Data Protection Rules, and the protection of data subjects' rights.
- 4.2. The Client has authorised the Client to use sub-contractors/sub-processors under this Data Processor Agreement, as listed in Appendix 1.
- 4.3. The Client grants the Supplier permission for the use of the in Appendix 1 specified sub-processors for processing personal data under the Data Processor Agreement. Should the Supplier start using new or replace existing sub-processors, the Supplier shall inform Client and undertake to update the sub-processors directory in Appendix 1.
- 4.4. All sub-processors should be aware of the Suppliers obligations under this Data Processor Agreement, as well as the regulations governing the processing of Client's customer's personal information.
- 4.5. Sub-processors shall also be subject to identical obligations concerning personal data protection as those stipulated in the Data Processor Agreement through a binding agreement, whereby the sub-processor shall provide sufficient assurance that technical and organisational measures will be implemented to ensure that processing meets regulatory requirements. The Supplier bears full responsibility towards the Client for the fulfilment of the sub-processor's obligations.

5. SECURITY OF PROCESSING

- 5.1. The Supplier shall fulfil the requirements for security measures imposed under GDPR and the rest of the Personal Data Protection Rules. The Supplier shall be able to document procedures and other measures to meet these requirements.
- 5.2. The Supplier shall make available to Client all information necessary to demonstrate fulfilment of all duties set forth in this paragraph **Błąd! Nie można odnaleźć źródła odwołania.**, as well as facilitate and contribute to any audits, including inspections, carried out by the Customer or another inspector on behalf of the former

- 5.3. In case of security or breach of privacy, the Supplier shall notify the Client without undue delay, but no later than within 48 hours. The breach notification shall at least contain:
 - 5.3.1. a description of the nature of the breach of personal data protection, including, where possible, the categories of an approximate number of data subjects affected, and the categories of an approximate number of personal information items affected;
 - 5.3.2. the name and contact details of the privacy adviser, or another contact point where more information can be obtained;
 - 5.3.3. a description of the likely consequences of the breach of personal data protection;
 - 5.3.4. a description of the measures taken or proposed to be taken to deal with the breach of personal data protection, including, where applicable, measures to reduce any harmful effects arising thereof;
- 5.4. Any information not provided in the first message shall be given as soon as it becomes available.
- 5.5. The Client shall submit a message to the supervisory authority, whereas the Supplier may not send such notice or contact the supervisory authority without Client's instructions.

6. TRANSFER TO THIRD COUNTRIES

- 6.1. Personal data may only be transferred to countries outside the EU/EEA (third country) upon the Client's request.
- 6.2. The Supplier may not transfer or allow third-country nationals to gain access to personal information in any way without the express consent of the Client, which should provide instructions for transfer or access in advance.
- 6.3. Client's consent and instructions shall indicate the country to which this information should be transferred.
- 6.4. Transfer to a third country, even with Client's consent and instructions, requires meeting the GDPR requirements for security or protection of data subject's rights arising from other Personal Data Protection Rules.

7. ORDER TO SUSPEND DATA PROCESSING

- 7.1. Upon breach of this Data Processor Agreement, the GDPR or other from Personal Data Protection Rules, the Client may order the Supplier to stop further data processing with immediate effect.
- 7.2. In such a case, any of Client's order to stop such data processing should be given without unreasonable delay and in written form.

8. DATA PROCESSOR AGREEMENT DURATION, TERMINATION AND CANCELLATION

- 8.1. The Data Processor Agreement applies as long as the Supplier processes or has access to personal information on behalf of Client pursuant to Master Agreement.
- 8.2. Upon termination of the agreement between the parties, the Supplier shall delete or return all personal information to Client, unless the Supplier is subject to a legal requirement whereby this personal information must be retained. If such legal requirements exist the Supplier shall inform the Client of this in detail, and also what data needs to be stored for what period of time.
- 8.3. When deleting personal information, the Supplier shall also delete any backups, where it is sufficient that the Supplier overwrites them pursuant to established backup procedures.

9. FINAL PROVISIONS

- 9.1. In matter not regulated herein this Data Processing Agreement or Master Agreement, the other relevant Personal Data Protection Rules shall apply as well as laws of Republic of Poland, as generally applicable system of law to this Agreement.
- 9.2. Upon transfer of Master Agreement to other party, the Data Processor Agreement shall be transferred accordingly.
- 9.3. Performing duties under this Data Processor Agreement shall not entitle to any additional payment towards the Supplier, as all its obligation have been remunerated under the payment agreed upon under Master Agreement.

Skyrise as Processor _ Data Processor Agreement

- 9.4. All changes or supplements to this Agreement shall be concluded in written Annexes to this Agreement otherwise null and void.
- 9.5. In case of dispute in connection to this this Data Processor Agreement, polish district court shall be decisive as per jurisdiction of the area of the Supplier, and for that purpose the polish langue version of this document shall prevail.
- 9.6. This Data Processor Agreement has been made in 2 counterpart, one for the each party.

10. ZAŁĄCZNIKI

Appendixes form integral part to this Data Processor Agreement and specify the purpose of processing, duration of processing, type of processing, types of personal data to be processed and categories of data subjects for each of the Services, as well as authorised sub-processors upon concluding the Data Processor Agreement.

SIGNATURES of the PARTIES:

Supplier

Client

SKYRISE Sp. z o.o.

____ - CEO

____ - CEO

APPENDIX NO 1 – SKYRISE PROCESIING DATA UNDER DATA PROCESSING AGREEMENT OF _____

(as referred to Master Agreement of _____)

Purpose of processing:

- a) _____,
- b) _____,

Duration of processing a:

The entire duration of the contract between the Client and Skyrise as Supplier under Master Agreement of _____ and for the duration period of claims of such Agreement.

Type of processing:

- a) _____
- b) _____
- c) _____

Types of personal data to be processed:

- a) Identification Data (_____),
- b) _____,
- c) _____

Categories of data subject:

- a) _____,
- b) _____,

List of authorised Sub-processors:

Name	Services provided	Country of operation

SIGNATURES of the PARTIES:

Supplier

SKYRISE Sp. z o.o.

____ - CEO

Client

____ - CEO