

CONTRACT
for Entrusting Personal Data Processing

Krajowy Rejestr Opinii SA with its registered office in Wrocław at Solny Square 15, 50-062 Wrocław, the company entered into the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław Fabryczna in Wrocław, VI Commercial Division of the National Court Register under KRS number: 0000737597, TIN: 8971854393, National Business Registry Number: 369980751, share capital: 2.038.000,00 PLN, fully paid, represented by:

1. Jerzy Krawczyk - President of the Management Board

Forwarding address:
Krajowy Rejestr Opinii SA
Bartoszewicka 3
51-641 Wrocław

hereinafter also referred to as the "**Commissioned party**" or "**Processing entity**"

and

A company registering an account in TrustMate's Web Service

A Person registering an account declares that:

1. Is authorized to independent/joint representation of the Company,
2. Is authorized to act on behalf of the company.

hereinafter also referred to as the "**Commissioning party**"

The Commissioning party and the Commissioned party shall be jointly referred to as the "**Parties**" and each on its own as the "**Party**" whereas:



KRAJOWY
REJESTR
OPINII

2.038.000,00 zł

Bartoszewicka 3
51-641 Wrocław

TIN: 897-18-54-393

Share capital: 2.038.000,00 zł
Fully paid share capital:

KRS: 0000737597

§1 Definitions

The terms used in the contract will have the following meaning:

- 1) **Processing entity** - an entity entrusted with the processing of personal data under an entrustment agreement with the Commissioning party, also called the Commissioned party,
- 2) **Administrator** - body, business unit, entity or person deciding on the purposes and means of processing personal data, also called the Commissioning party,
- 3) **Data set** - any structured set of personal data available according to specific criteria, regardless of whether the set is dispersed or functionally divided,
- 4) **Data processing** - any operation performed on personal data, such as collecting, preserving, storing, developing, changing, sharing and deleting, especially those that are performed within IT systems,
- 5) **Regulation** - 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),
- 6) **Other processing entity** - an entity to which the processing entity, on behalf of the administrator, has entrusted in whole or in part the processing of personal data,
- 7) **Main agreement** - means an agreement between the parties under which the Commissioned party will perform services involving the processing of personal data on behalf of the Commissioning party.

§2 Subject of the Contract, purpose, nature, and scope

- 1) The subject of the contract is entrusting by the Commissioning party personal data for processing by the Commissioned party,
- 2) The purpose of the entrustment is:
 - a) sending invitations to post reviews, sending reminders when the customer is not responding to the email with the invitation, and sending words of thanks after writing a review, in the form of an email or text message (managed by the Commissioning party),
 - b) only in case of using the "Advanced Survey" module - sending invitations to complete the survey, sending reminders when the customer is not responding to the email with the invitation, and sending words of thanks after writing a review, in the form of an email or text message (managed by the Commissioning party),
- 3) The Commissioned party is authorized to process personal data only for purposes related to the fulfillment of Services rendered to the Commissioning party under the Main agreement,
- 4) The nature of data processing relates to the processing of personal data using information systems.

§3

Personal data processed by the Commissioned party

- 1) Personal data entrusted to the Commissioned party consists of the following types of data:
- a) data processed in connection with the conclusion, fulfillment, and settlement of contracts for the provision of services between the Commissioning party and clients, including clients contact details;

§4

Duration of the processing

- 1) The processing entity is authorized to process the entrusted data until the purpose of the service is fulfilled, which is receiving the review (or a survey - only applies to the case of using the "Advanced Survey" module) from the customer or until termination of the Agreement,
- 2) Within 14 days of the termination of the Agreement, the Processing Entity is obliged to delete the entrusted data from all data storage devices, programs, and applications, including copies, unless the obligation of its further processing results from separate legal provisions.

§5

Duties and rights

- 1) The Commissioned party is obliged to process personal data only on the documented instruction of the Commissioning party, which also concerns the transfer of personal data to a third country or international organization, where the instructions from the Commissioning party are considered to be instructions sent electronically or in writing. The above obligation doesn't apply if the requirement to process personal data is imposed on the Commissioned party due to European Union law or the law of the Republic of Poland. In such a case, before processing, the Commissioned party shall inform the Commissioning party of this legal obligation, provided that this law doesn't prohibit the provision of such information due to important public interest,
- 2) The Commissioned party is responsible for protecting the personal data entrusted to it for processing,
- 3) The Commissioned party shall take all measures required pursuant to Article 32 of Regulation (EU) 2016/679 to ensure the security of personal data,
- 4) The Commissioned party shall comply with terms and conditions of using the services of another processing entity, referred to in section §7 of this contract,
- 5) At the request of the Commissioning party, the Commissioned party shall inform the Commissioning party about the location of processing Personal Data by the Commissioned party and other processing entities referred to in section §7 of this contract,
- 6) The Commissioned party taking into account the nature of the processing is obliged to help the Commissioning party through appropriate technical and organizational measures to comply with the obligation to respond to the requests of the data subject in the exercise of his rights set out in Section III of Regulation (EU) 2016/679, in particular, this applies to information and transparent communication, access to data, information obligation, right of access, right to rectify data, delete data, limit processing, transfer data, right of objection. For this purpose, the Commissioned party is obliged to inform the Commissioning party of any request by an authorized person as part of the person's exercise of rights under Regulation (EU) 2016/679 and to provide the Commissioning party with all necessary information in this regard,

- 7) The Commissioned party, taking into account the nature of the processing and the information available to it, helps the Commissioning party to fulfill the obligations set out in art. 32-36 Regulation (EU) 2016/679,
- 8) The Commissioned party commits to monitor changes in personal data protection regulations on an ongoing basis and to adapt the data processing method, in particular internal procedures and methods of personal data protection to current legal requirements,
- 9) The Commissioned party is obliged to provide the Commissioning party with all the information necessary to demonstrate that it meets the obligations set out in this paragraph of the contract and enables the Commissioning party or the auditor authorized by it to carry out the audits referred to in section §10 of this contract and contributes to them,
- 10) In connection with the obligation specified in paragraph 9 above, the Commissioned party shall immediately inform the Commissioning party if, in its view, the order issued to it constitutes a violation of Regulation (EU) 2016/679 or other provisions of the European Union or the Republic of Poland on data protection,
- 11) The Commissioned party shall immediately inform the Commissioning party of any proceedings, in particular administrative or judicial, regarding the processing of personal data by the Commissioned party, of any administrative decision or ruling regarding the processing of Personal Data, addressed to the Commissioned party, as well as of any control activities undertaken against it by the supervisory body and about results of such control if it covers Personal Data entrusted to the Commissioned party under this contract.

§6

Incident reporting

- 1) The Commissioned party undertakes, after finding a breach of personal data protection, to report this to the Commissioning party within 24 hours,
- 2) The information provided to the Commissioning party should contain at least:
- a description of the nature of the breach and, if possible, an indication of the category and approximate number of persons whose data has been violated and the amount/type of data concerned,
 - description of the possible consequences of the violation,
 - description of the measures used or proposed to be used for the Commissioned party to address the violation, including minimizing its negative effects.

§7

The Commissioned party use of the services of another processing entity

- 1) The Commissioning party consents for sub-entrustment of Personal Data by the Krajowy Rejestr Opinii SA to entities that provide IT support for the Krajowy Rejestr Opinii SA during the duration of the main agreement (e.g. a company engaged with data hosting such as aws.amazon.com inc. - list of entities available for inspection). Sub-entrustment doesn't work with third countries (outside the EEA). Krajowy Rejestr Opinii selects suppliers providing a level of protection not lower than specified in the Contract,
- 2) The Commissioned party is obliged to inform the Commissioning party about each planned further entrustment of the processing of personal data to another service provider, who within 10 days of receiving this

information gives consent or objects to further entrustment of the processing of the above-mentioned data to the service provider indicated by the Commissioned party,

3) The Commissioned party is obliged to ensure that the other processing entity whose services it intends to use for the processing personal data provides sufficient guarantees for the implementation of appropriate technical and organizational measures so that the processing meets the requirements of Regulation (EU) 2016/679 and protects the rights of data subjects,

4) Further entrustment of the processing activities to another processing entity referred to in section §4 paragraph 1 of the contract is possible only if the Commissioned party imposes on the other processing entity by means of agreement the same data protection obligations that are imposed on the Commissioned party under this contract, in particular the obligation to implement appropriate technical and organizational measures so that the processing meets the requirements of Art. 32 of Regulation (EU) 2016/679,

5) If the entrustment of the personal data processing to another processing entity by the Commissioned party involves the transfer of such data to a third country that doesn't provide an adequate level of protection of personal data on its territory and at the same time there are no other grounds enabling the transfer of personal data to that third country, the Commissioning party will sign a contract with the processing entity located in such a third country containing:

a) „Standard Contractual Clauses” adopted by virtue of Commission Decision 2010/87/EU of 5 February 2010 on the transfer of personal data from European Union countries to third countries, or

b) „Standard Data Protection Clauses” adopted in accordance with Art. 46 paragraph 2 letter c and d of Regulation (EU) 2016/679, or will authorize the Commissioned party in writing to sign the abovementioned contract on its behalf. Conclusion of such a contract with a processing entity located in a third country entitles the Commissioned party to use the services of that processing entity for the processing of Personal Data,

6) The contract referred to in paragraph 4 and paragraph 5 above, is concluded in writing. The written contract requirement is fulfilled by the contract concluded in electronic form,

7) The Commissioned party shall be fully liable to the Commissioning party for the default on contract terms of another processing entity to whom it entrusted the processing of personal data as it pertains to its data protection obligations. In such a case, the Commissioning party has the right to request that the Commissioned party cease using the services of this entity in the process of personal data processing.

§8

Declared technical and organizational measures

1) The Commissioned party declares that it has the resources, experience, expertise and qualified staff that enable it to properly perform this contract and implement appropriate technical and organizational measures, and has met all conditions for the lawfulness of personal data processing,

2) The Commissioned party guarantees that every person fulfilling the Contract is obliged to ensure indefinite confidentiality of personal data processed in connection with the fulfillment of the Contract, and in particular, that it will not transfer, share and disclose such data to unauthorized persons. At the same time, each person fulfilling the Contract is obliged to keep the methods of securing personal data confidential,

- 3) The Commissioned party declares the use of technical and organizational measures specified in Art. 32 of the Regulation, as adequate to the identified risk of violation of the rights or freedoms of entrusted personal data, in particular:
- a) pseudonymization and encryption of personal data,
 - b) the ability to continuously ensure the confidentiality, integrity, availability, and resistance of systems and processing services,
 - c) the ability to quickly restore the availability of personal data and access to it in the event of a physical or technical incident,
 - d) regular testing, measuring, and assessing the effectiveness of technical and organizational measures to ensure the security of processing.
- 4) The Commissioned party undertakes to protect the entrusted data against unauthorized or unlawful processing (damage, loss, modification, unauthorized disclosure or unauthorized access to personal data sent, stored or otherwise processed) and accidental loss, destruction or damage, by appropriate technical or organizational measures („integrity and confidentiality”),
- 5) The Commissioned party will pledge in writing employees and other cooperating persons on the basis of civil law contracts with the Krajowy Rejestr Opinii SA, who have or are being able to have access to data provided by the Customer in connection with the fulfillment of the Main Agreement, to keep it secret also after termination of the employment relationship or other civil law liability connecting a given entity with the Krajowy Rejestr Opinii SA,
- 6) In order to ensure the correct fulfillment of this Contract, the Parties agree that the appropriate contact persons to contact in matters related to the fulfillment of this Contract are the contact persons arising from the Main Agreement.

§9

Right to audit

- 1) The Commissioning party is entitled to audit the processing of personal data in order to verify whether the Commissioned party meets the obligations set out in section §5 and 8 of this contract,
- 2) The parties agree on the following principles of conducting the audit referred to in paragraph 1 above:
- a) An audit may consist of both a request to provide documents and information regarding data processing, as well as control activities carried out at the place of data processing during working days (understood as days from Monday to Friday, excluding Saturdays and holidays) from 10 AM to 4 PM, after informing the Commissioned party in writing about the date of the audit and its scope, at least 10 days before the start of the audit,
 - b) The Commissioning party conducts the audit in person or through independent external auditors authorized by the Commissioning party to carry out the audit on its behalf.
- 3) Control activities carried out during the audit referred to in section §9 paragraph 2 letter a, may consist in particular the preparation of:
- a) notes on the carried out activities (in particular notes on received explanations and carried out inspections),
 - b) copies of documents and registers regarding the processing of personal data,
 - c) printouts of personal data from information systems,
 - d) printouts of copies of images displayed on the screens of devices included in the IT systems used to process personal data,

e) configuration records of the systems' technical security, in which personal data is processed. The Commissioning party shall bear the costs of the above-mentioned audit.

4) The Commissioning party shall provide the Commissioned party with a copy of the audit report. If during the audit, non-compliance of the Commissioned party activities with the contract or provisions on the protection of personal data is found, the Commissioned party shall immediately ensure the compliance of the processing of personal data with the provisions of the contract or regulations, the violation of which was found in the audit report.

§10

Responsibilities of the Parties

1) The Commissioned party is responsible for the acts and nonfeasance of the persons with the help of whom it will process the entrusted personal data, as for his own acts or nonfeasance.

2) The Commissioned party is responsible for damages that will occur to the Commissioning party or third parties as a result of the processing of personal data by the Commissioned party not compliant with this contract.

§11

Final provisions

1) This Contract is concluded for the duration of the Main Agreement.

2) Termination of the Main Agreement results in the simultaneous termination of this Contract.

3) If the results of the audit referred to in section §9 of this contract or the control carried out by the supervisory body on the Commissioned party or other processing entity to whom the Commissioned party entrusted the processing of personal data show that the Commissioned party has in a culpable manner violated the provisions of this contract or that the Commissioned party didn't take into account the request referred to in section §7 paragraph 7 of this contract, the Commissioning party is entitled to terminate this contract with immediate effect.

4) In the event of termination of this contract, the Commissioned party, depending on the Commissioning party decision, deletes all personal data and immediately and irreversibly destroys all copies of documents and records on any media containing personal data, unless European Union law or the law of the Republic of Poland requires the Commissioned party to further store personal data. In such a case, the Commissioned party is responsible for the processing of the above-mentioned data after termination of the contract.

5) The Commissioned party is obliged to immediately perform the obligation referred to in paragraph 4 above, but no later than within 14 days of the termination of this contract, as well as inform the Commissioning party within 3 days of its implementation.

6) Any changes or additions to this contract must be in writing under the pain of invalidity. The requirement of a written form is satisfied when written changes or additions to the contract are sent in electronic form and accepted by both Parties.

7) In matters not covered by this contract, the provisions of the Civil Code, Regulation (EU) 2016/679, and the Act on the protection of personal data shall apply.

- 8) All disputes arising from the legal relationship covered by this contract will be examined by the court competent for the seat of the Commissioning party.
- 9) The contract was drawn up in two identical copies, one for each Party.
- 10) The contract enters into force on 31/05/2019 and supersedes all other arrangements made between the Commissioned party and the Commissioning party regarding the processing of personal data, regardless of whether a contract or other legal instrument has regulated them.
- 11) In the event of the repeal of the Personal Data Protection Office and/or its executive acts, all references to the Legal Act in this contract should be treated as references to the relevant provisions of Regulation (EU) 2016/679. For the avoidance of doubt, the Parties agree that if the Personal Data Protection Office and/or its executive acts are repealed, the Parties will not be obliged to meet the requirements indicated therein.



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