

## Personal Data Processing Agreement

concluded in Warsaw on ....., by and between:

full name of the business entity .....

full seat address .....

Tax Identification Number (NIP) .....

KRS .....

person representing the business entity .....

hereinafter referred to as the "**Ordering Party**",

and

Adam Fijak VSL-System, al. Jerozolimskie 85/21, 02-001 Warszawa

Tax Identification Number (NIP): 679-258-18-13

hereinafter referred to as the "**Contractor**"

represented by Adam Fijak.

### §1

#### Commissioning of Data Processing

The Ordering Party represents that its is a Controller of the data that it entrusts with the Contractor for processing.

The Ordering Party commissions the Contractor to process personal data. The purpose of the commission is to provide services of collecting business correspondence, informing the Ordering Party by e-mail about business correspondence and also scanning business correspondence and sending its scans to an email address of the Ordering Party, if need be, which correspondence comes/may come from contracting parties, employees/service providers/contractors and owners/partners, etc. or contains/may contain personal data of contracting parties, employees/service providers/contractors and owners/partners, etc. of the Ordering Party. The purpose of the commission is also to provide any other services listed in an agreement previously concluded between the Contractor and the Ordering Party, generally referred to as a lease contract, commonly known as a "virtual office". The scope of personal data includes personal data of correspondents and/or personal data included in the correspondence - of contracting parties, employees/service providers/contractors and owners/partners, etc. of the Ordering Party.

### §2

#### Scope and Purpose of Data Processing

person representing the Ordering Party – legible signature

The Contractor undertakes to process the entrusted personal data only to the extent and for the purpose of performing this agreement.

The Contractor shall be entitled to process the entrusted data until the expiry or termination of the agreement. After termination of the agreement, the Contractor undertakes to remove (or return) the data entrusted therewith, within 14 days, from all media, programs, applications and their copies, unless the obligation to further process the same results from separate provisions of law.

Each Party may terminate this agreement with a three-month period of notice.

### **§3**

#### **Manner of Performing the Contract**

The Contractor represents that all persons authorized to process personal data are obliged to keep confidentiality.

The Contractor undertakes to assist the Ordering Party in the fulfilment of the latter's obligations under Articles 32 to 36 of the GDPR.

The Contractor declares that its shall protect the personal data entrusted therewith against unauthorized or unlawful processing, i.e. destruction, loss, modification, unauthorized disclosure of or access to the data sent, stored or otherwise processed, and against accidental loss, destruction or damage, by means of using appropriate technical or organizational measures (integrity and confidentiality).

The Contractor undertakes to apply the technical and organizational measures specified in Article 32 of the GDPR adequately to an identified risk of a breach of the rights or freedoms of data subjects of the entrusted personal data.

### **§4**

#### **Liability of the Contractor**

The Contractor shall be liable for sharing or using personal data at variance with the agreement, in particular, for sharing the personal data entrusted for processing under the contract previously concluded between the Ordering Party and the Contractor, generally referred to as the lease contract, with unauthorized persons.

.....  
(person representing the Ordering Party – legible signature)

.....  
(Contractor)

person representing the Ordering Party – legible signature