

PERSONAL DATA PROCESSING AGREEMENT

concluded on, by and between:

.....
(Company Name)

.....
(Company Address)

.....
(Name of a person authorized to sign the agreement)

hereinafter referred to as the “**Data Controller**” or “**Controller**”, and

DONACO sp. z o.o.

47-400 Racibórz, ul. Jagielnia 4B

Tax ID Number (NIP): 5252459775

hereinafter referred to as the “**Processor**”

§1

Entrusting Personal Data for Processing

1. The Data Controller entrust the Processor, under Article 28 of the General Data Protection Regulation of 27 April 2016 (hereinafter referred to as "the Regulation") with personal data for processing under the terms laid down in this Agreement.
2. The Processor undertakes to process personal data entrusted thereto in compliance with this Agreement, the Regulation and other generally applicable laws and regulations that protect rights of data subjects.
3. The Processor represents that it applies security measures that meet the requirements of the Regulation.

§2

Scope and Purpose of Data Processing

1. The Processor shall process ordinary data concerning the Controller's customers, entrusted under the Agreement, including a first name and surname, an address of delivery or residence, a telephone number, an email address and a bank account number.
2. The personal data entrusted by the Controller shall be processed by the Processor only for the purpose of executing an order (delivering ordered goods) or handling a complaint.

§3

Processor's Responsibilities

1. When processing the entrusted personal data, the Processor undertakes to secure them by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risks relating to the processing of personal data referred to in Article 32 of the Regulation.

2. The Processor undertakes to exercise due diligence when processing the entrusted personal data.
3. The Processor undertakes to grant authorization for the processing of personal data to all persons who are to process the entrusted data in order to perform this Agreement.
4. The Processor undertakes to ensure the confidentiality (referred to in Article 28(3)(b) of the Regulation) of data processed by persons authorized thereby to process personal data for the purpose of performing this Agreement, both during their employment with the Processor and after termination thereof.
5. Having completed processing services, the Processor shall remove all personal data and any existing copies thereof unless laws of the EU or a Member State require to store personal data.
6. As far as possible, the Processor shall assist the Controller in meeting the obligation to respond to requests of data subjects and fulfilling the obligations specified in Articles 32 to 36 of the Regulation.
7. Having established a personal data breach, the Processor shall notify the same to the Controller without undue delay, within 24 hours, to an address provided as applicable in an official customer account registered by the Controller.

§4

Right of Control

1. In accordance with Article 28(3)(h) of the Regulation, the Controller shall have the right to control whether means used by the Processor when processing and securing the entrusted personal data comply with the provisions of the Agreement.
2. The Controller shall exercise the right of control during the Processor's working hours and with a notice of at least 21 days.
3. The Processor undertakes to remedy any irregularities found during an inspection within a time limit not longer than 30 days, specified by the Controller.

4. The Processor shall provide the Controller with all information necessary to demonstrate that it complies with the obligations laid down in Article 28 of the Regulation.

§5

Entrusting Data for Further Processing

1. The Processor may entrust the personal data covered by this Agreement to subcontractors for further processing only for the purpose of performing the Agreement.
2. The entrusted data may be transferred to a third country only on written instructions from the Data Controller unless such an obligation is imposed on the Processor by EU laws or laws of the Member State to which the Processor is subordinate. In this case, prior to commencement of the processing, the Processor shall inform the Data Controller about this legal obligation unless such laws prohibit the Processor from providing such information due to important public interest.
3. The subcontractor referred to in Section 3. 2 hereof shall provide the same guarantees and fulfil the same obligations as those imposed on the Processor in this Agreement.
4. The Processor shall be fully liable towards the Controller for a failure to comply with the data protection obligations lying with the subcontractor.

§6

Processor's Liability

1. The Processor shall be liable for sharing or using the personal data at variance with the Agreement, in particular, for sharing the personal data entrusted for processing with unauthorized persons.
2. The Processor undertakes to notify the Data Controller promptly of any proceedings, in particular, administrative or court ones, regarding the processing by the Processor of the personal data specified in this Agreement, any administrative decision or judgement concerning the processing of such data, addressed to the Processor, as well as any planned, if known, or carried out controls and inspections with respect to the processing of these personal data by the Processor, in particular, carried out by inspectors

authorized by the Inspector General for the Protection of Personal Data. This Paragraph shall apply only to the personal data entrusted by the Data Controller.

§7

Term

1. The Agreement shall be effective from the date of its conclusion for an indefinite period.
2. Each Party may terminate this Agreement with a 30-day period of notice.

§8

Termination

1. The Data Controller may terminate this Agreement with immediate effect if the Processor:
 - fails to remedy irregularities found during an inspection within a set time limit despite being obliged to do so;
 - process the personal data in a manner at variance with the Agreement;
 - has entrusted another entity with the personal data processing without the Data Controller's consent.

§9

Confidentiality Rules

1. The Processor undertakes to keep all information, data, materials, documents and personal data received from the Data Controller and persons cooperating therewith as well as data obtained in any other way, intended or accidental, in oral, written or electronic form ("Confidential Data"), secret.
2. The Processor declares that in connection of the obligation to keep the confidential data secret, they shall not be used, disclosed or shared without the Data Controller's written consent for purposes other than to perform the Agreement, unless the need to disclose the information held arises from applicable laws and regulations or the Agreement.

§10
Final Provisions

1. This Agreement has been executed in two identical counterparts, one counterpart for each Party.
2. To matters not governed by this Agreement, provisions of the Civil Code and the Regulation shall apply.

Data Controller

Processor

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