

## **Mutual personal data processing entrustment agreement while executing the transport order**

The Parties jointly declare that in order to execute the transport order the personal data processing is necessary and each Party will entrust the other Party with the processing of specified personal data. Therefore the Parties undertake to conclude this agreement hereby, specifying their rights and obligations related to personal data processing.

### **§1**

1. The Employer declares that the Employer is the data controller in the understanding of art. 4 clause 7 of the 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 (further: GDPR) with reference to personal data specified in § 2 section 1 of this Agreement. Pursuant to art. 28 of GDPR, the Employer entrusts the Contractor with the processing of the personal data exclusively in order to execute the transport order, on terms and conditions specified in this agreement, as a consequent of which, with regard to this personal data, the Contractor shall be the processing entity in the understanding of art. 4 section 8 of GDPR, which accepts this data for processing.

2. The Contractor declares that the Employer is the data controller in the understanding of art. 4 clause 7 of the 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 (further: GDPR) with reference to personal data specified in § 2 section 2 of this Agreement. Pursuant to art. 28 of GDPR, the Contractor entrusts the Employer with the processing of this personal data exclusively in order to execute the transport order, on terms and conditions specified in this agreement, as a consequent of which, with regard to this personal data, the Employer shall be the processor in the understanding of art. 4 section 8 of GDPR, which accepts this data for processing.

3. Each Party declares that it is a processor in the understanding of art. 4 section 8 of GDPR with reference to the personal data of entities whose participation in execution of the transport order is necessary (clients, customers, subcontractors) and their employees and is entitled to entrust them further. Pursuant to art. 28 each Party entrusts the other Party the processing of this data exclusively to execute the transport order, and the other Party accepts this data for processing.

4. Since each Party is an entity entrusting personal data for processing and is simultaneously a processor of personal data entrusted by the other Party, the Parties undertake that their rights and obligations concerning personal data shall be the same. Therefore, if in this agreement a reference is made to "Controller," then it is understood to be the Employer in relation to data specified in § 2 section 1 and the Contractor in relation to data specified in § 2 section 2, and if a reference is made to "Processor," then it is understood to be the Employer in relation to data specified in § 2 section 2 and the Contractor in relation to data specified in § 2 section 1.

### **§2**

1. The Employer entrusts the Contractor the following data for processing:

a) personal data of Employer's employees and other persons whose participation is necessary to establish and execute the transport order,

b) personal data of Employer's clients, to the benefit of who the transport order is executed and their employees or other persons whose participation is indispensable to establish and execute the transport order.

2. The Contractor entrusts the Employer the following data for processing:

a) personal data of Contractor's employees and other persons whose participation is necessary to establish and execute the transport order,

b) personal data of Contractor's clients, to the benefit of who the transport services are executed and their employees or other persons whose participation is necessary to establish and execute the transport order.

3. The entrustment specified in section 1 and 2, subject to who the data refers to, may include the following data categories: name and surname, parents' names, PESEL identification number, place and date of birth, address and place of inhabitancy, name and number of ID, e-mail address, NIP number, phone number.

### **§3**

#### **Duties of the Processor**

1. The Processor undertakes to adhere to all legally applicable requirements concerning the processing of entrusted data, including requirements set out in GDPR, the Act, or regulations implementing the Act, and in particular undertakes to:

a) process the entrusted data in a manner ensuring the adequate protection of this data, including by means of adequate technical and organizational means, and ensure their protection against unauthorized or unlawful processing, accidental loss, damage or destruction,

b) implement adequate technical and organizational means to ensure the protection level appropriate for the risk level, taking into account the state of technical know-how, cost of implementation and nature, scope, context and aims of processing,

c) assessing if the protection level is appropriate - provide adequate analysis of risk of breaching the right and liberty of persons who the data refers to. In this analysis the Processor is obliged to take into account the risk related to processing, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data transferred, stored or processed in any other manner,

d) allow processing the entrusted data only to person authorized to process the personal data by the Processor and ensure confidentiality (referred to in art. 28 section 2 letter b) of GDPR) of data processing by these persons, both in the term of their employment by the Processor and after its termination,

e) maintain the list of persons authorized to process personal data and present the Controller with this list upon its demand within the time limits the Controller indicated.

f) assist the Controller in required scope in satisfying the Controller's duties set out in art. 32-36 of GDPR, and in particular responding to requests of persons who the data refers to,

g) having discovered a breach of personal data, report this fact to the Controller without undue delay, however not later than within 24 hours from the moment of discovering the breach. The report referred to above should include, among others,

- date and hour of occurrence,
- description of the nature and circumstances of personal data breach,
- nature and content of personal data subjected to breach,
- number of persons the breach referred to,
- description of potential consequences and adverse effects of personal data breach for persons who the data refers to,
- description of technical and organizational means which have been or will be applied in order to mitigate the potentially adverse effects of personal data breach,

h) following the termination or dissolution of this Agreement - return entrusted data sets to the Employer and permanently remove them from all data carriers, both in electronic and paper versions, unless legal provisions enforce their storage. The obligation referred to above includes also the entities which process the data upon the order of the Processor. Following the termination or dissolution of the Agreement, the Processor shall process personal data until the day of their returning exclusively in order to prepare the data to their transfer to the benefit of the Controller.

i) undergo inspections referred in to §4.

#### **§4**

##### **Controller's right to perform inspection**

1. The Processor, in accordance with art. 28 section 3 letter h) of GDPR is entitled to inspect whether the means applied by the Processor while processing and protecting the entrusted personal data for compliance with the obligations laid down in GDPR, the Act, provisions implementing the Act, as well as in the Agreement.
2. The inspection referred to in section 1 can take place within the working hours of the Processor, following a notification of intention to perform such an inspection at least 14 days prior to it. The inspection can be performed exclusively by a person authorized by the Controller.
3. Following the inspection the Employer can present the Processor with written follow-up recommendations with the time limit of their executions. In case of finding any infringements, the Processor is obliged to remedy them within the time limits and by means agreed with the Controller.
4. The Processor is obliged, upon each written request of the Employer, to provide written information concerning processing the persons date entrusted to it, within 7 days from receiving such a request.

#### **§5**

##### **Sub-entrustment**

1. The Processor is entitled, by means of a written, including electronic, agreement, to entrust the personal data covered by this agreement to another entity without a prior written consent of the Employer, however only with reference to personal data of persons whose participation in execution of the transport order is necessary and only in the scope in which the participation of this entity is necessary to execute the transport order.
2. In the case referred to in section 1 hereby, the Processor undertakes to ensure that entities sub-entrusted with personal data processing satisfy at least the same requirements and duties of personal data protection as the Processor, in particular the requirement to ensure adequate guarantees of implementation of appropriate technical and organizational means to secure that the

processing satisfies the requirements of currently applicable legal provisions with regard to personal data protection, including GDPR, the Act, or provisions implementing the Act.

3. The Processor is liable towards the Controller for the breach of provisions of this Agreement by entities referred to in section 1.

## **§6**

### **Liability of the Processor**

1. The Processor is liable for making available or using personal data incompatible with the Agreement, and in particular for making available the personal data entrusted the Processor for processing to third parties.

2. The Processor undertakes to notify the data Controller promptly about any proceedings, in particular administrative or court, regarding the processing of personal data set out in the Agreement by the Processor, about any administrative decision or verdict regarding the processing of this data, directed to the Processor, as well as about any planned, if known, or executed inspections and controls regarding the processing of this personal data, in particular executed by a body supervising the adherence to rules of personal data protection.

3. In the case of a third party claim against the Processor and/or Controller related to the breach of personal data processing rules, the Processor is obliged to notify the Controller promptly about such claim and to cooperate with the Controller in order to undertake adequate legal means, in particular in order to dismiss or reject the third party claim by the applicable court, appeal and settle the dispute or another legal means.

## **§ 7**

### **Duration of the Agreement**

1. The data processing entrustment agreement is concluded for the term necessary to execute the transport order and to secure the parties' interests for the period of limitation of claims resulting hereof.

2. The Controller is entitled to terminate the data processing entrustment agreement with immediate effect,

a) if despite the obligation to remedy the irregularities found during the inspection the Processor fails to remedy them within the set time limit,

b) if the Processor processes the personal data in a manner inconsistent with the Agreement or common legal provisions applicable to execute the Agreement, including GDPR, the Act, or provisions implementing the Act.

c) if The Processor entrusted personal data processing to another entity without the consent of the data Controller.

d) if the Processor, while executing the Agreement, causes the loss of the Employer or a person whose data the Processor processes based on the data processing entrustment agreement,

e) if the Body or another supervisory body initiates proceedings against the Processor in relation to the breach of personal data protection or such initiation of proceedings again the Controller in relation to the breach by the Processor.

## **§8**

### **Rules of confidentiality**

1. The Processor undertakes to maintain the confidentiality of all information, materials, documents and personal data received from the Controller or obtained in any other manner, intended or accidental, in an oral, written or electronic manner ("confidential data") within the term of this Agreement and without a time limit after its termination.
2. The Processor declares that in relation to the obligation to maintain the confidentiality of the data, they will not be used, disclosed or made available without a written consent of the Controller in purposes other than execution of the Agreement, unless their disclosure is necessary as a result of applicable legal provisions.
3. The parties undertake to make their best efforts in order to ensure that communication means applied to receive, transfer and store confidential data guarantee their protection against the access of third parties unauthorized to be acquainted with their content.

## **§ 9**

### **Final Provisions**

1. Any potential amendments to the Agreement shall be executed in writing or in an electronic form, or else shall be null and void.
2. The relevant regulations of the Civil Code or applicably of GDPR shall be applicable in issues not governed by the provisions of this Agreement.
3. The court applicable to settle disputes resulting from this agreement shall be the court of law appropriate for the registered seat of the Controller.
4. The Agreement has been drawn up in two identical copies, one for each Party.

attachment no. 1

A list of persons authorized to process the personal data of the Controller .....

| No. | Name and surname | Date of granting authorization |
|-----|------------------|--------------------------------|
|     |                  |                                |
|     |                  |                                |
|     |                  |                                |
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|     |                  |                                |

I hereby declare that the abovementioned persons have been trained in the scope of personal data protection regulations.

I declare that the abovementioned persons have been authorized to process the personal data entrusted to processing under the data processing agreement, and have undertaken to

- process personal data exclusively in the scope and purpose set out in the agreement,
- maintain the personal data confidential and not use the personal data in purposes other than set out in the Agreement, also after the termination of employment or cooperation,
- maintain the manner of protecting the personal data confidential, also after the termination of employment or cooperation,
- protect the personal data against making them available to unauthorized persons, taking them away by an unauthorized person, processing with the breach of the Act or change, loss, damage or destruction.

..... For the Processor