

Data sharing rules applicable between controllers (personal data sharing agreement)

Parties to the transfer of personal data:

| | |
|---|---|
| Provider (service provider and exporter of personal data) | <i>Iwona Surdykowska-Huk</i> <i>prowadząca działalność gospodarczą pod nazwą</i> <i>INFOCREDIT Iwona Surdykowska – Huk</i> |
| Recipient (recipient and importer of personal data) | Any person or entity to whom a service is provided and, consequently, to whom personal data indicated within the framework of this document is made available. Each recipient of personal data at the moment of concluding the contract constituting the basis for rendering the service to him/her is obliged to get acquainted with and accept these principles. |

§ 1.

Whenever any of the following terms are used in the Agreement, the following meaning shall be adopted:

- 1) 'Controller' - the natural or legal person who, alone or jointly with others, determines the purposes and means of the processing of Personal Data, where the purposes and means of such processing are determined by generally applicable law, more broadly defined in Article 4(7) of the RODO, within the framework of the Agreement understood as the Provider and the Recipient (once the Personal Data has been made available to it).
- 2) 'Personal Data' - information allowing the direct or indirect identification of a natural person, more broadly defined in Article 4(1) of the RODO, the provision of which is the subject of this agreement.

- 3) 'Data Sharing Rules' - this document entitled 'Data Sharing Rules applicable between controllers'.
- 4) 'Data Protection Rules' - generally applicable data protection legislation applicable to Personal Data, including the RODO, as well as other national generally applicable legislation relating to the issue of personal data protection.
- 5) 'Processing of Personal Data' or 'Processing' - an operation or set of operations performed on Personal Data, such as collecting, recording, organising, structuring, storing, adapting or modifying, retrieving, viewing, using, disclosing by transmission, disseminating, or otherwise making available, matching or linking, restricts.
- 6) 'RODO' - 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 (the so-called General Data Protection Regulation).
- 7) 'Agreement' - a separately concluded contract between the Provider and the Recipient for the provision of a service or any other contract which has the effect of providing the Recipient with Personal Data.

§ 2.

Within the scope of this document, the Sharing Provider shall make available to the Recipient the Personal Data contained in the databases of information that are the subject of the services provided by the Sharing Provider to the Recipient in connection with the conclusion of the Agreement.

§ 3.

- (1) The Provider declares that it is the Controller and that it has a legal basis enabling it to make personal data available to third parties.
- (2) Personal Data provided in connection with the conclusion of the Agreement and the provision of a service to the Recipient on its basis will be processed by the Recipient solely for the purpose of performing any obligations under the Agreement within the legitimate interest of each party (legal basis: Article 6(1)(f) RODO).
- (3) The Recipient guarantees that the Personal Data will not be processed for purposes other than those arising from the content of the Contract. In particular, the Recipient guarantees that the Personal Data will not be used for marketing purposes, unless the Recipient obtains an independent legal basis enabling it to use the Personal Data for this purpose.

§ 4.

(1) In connection with the agreement concluded and the provision of Personal Data by the Sharing Party to the Recipient, the Recipient acquires the status of a separate Administrator. For the avoidance of doubt, it is indicated that the Sharing Party retains its existing status as an Administrator after the provision of Personal Data.

(2) Each Administrator shall, on its own, perform all legal obligations incumbent on all controllers of Personal Data within the meaning of Article 4(7) of the RODO, including in particular:

1) each Controller undertakes to implement appropriate technical and organisational measures to ensure an adequate level of security of the Personal Data, as well as to update them thereafter in order to comply with any legal obligations imposed by the Data Protection Legislation.

2) each Controller undertakes to fulfil, on its own, the information obligation towards the persons to whom the Personal Data relates, in accordance with Articles 13 and 14 of the RODO.

§ 5.

(1) Sharing shall make Personal Data available for the benefit of the Recipient with its limitation only to the scope indicated in the Agreement.

(2) The Sharing Party and the Recipient shall use their best efforts to ensure that all the activities constituting the provision of Personal Data and their subsequent processing take place in accordance with the applicable laws, including the rules arising from the Personal Data Protection Regulations, as well as with the rules arising from the Agreement. 3.

(3) The manner in which the Personal Data is made available by the Sharing Party to the Recipient shall be determined by the Parties each time within the framework of the Agreement in compliance with all the principles of Personal Data protection.

§ 6.

(1) The Parties undertake to apply appropriate technical and organisational measures to protect Personal Data, in accordance with Article 32(1) - (4) of the RODO, in order to ensure an adequate level of security for the Personal Data processed.

(2) The security measures applied by both Parties include, but are not limited to: pseudonymisation and encryption of Personal Data, the ability to continuously ensure the confidentiality, integrity, availability and resilience of the processing systems, regular testing, measuring and evaluating the effectiveness of technical and organisational measures to ensure the security of processing.

(3) In assessing whether the degree of security is adequate, the Recipient is required to take into account the following criteria:

(a) the state of the art, the cost of implementation and the nature, scope, context and purposes of the processing,

b) the risk of violation of the rights or freedoms of natural persons of varying probability and seriousness, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorised disclosure of or unauthorised access to personal data transmitted, stored or otherwise processed,

c) guidelines on how to secure the processing of Personal Data in accordance with the Data Protection Regulations, if the Recipient formulates such guidelines within the limits of its rights under the Data Protection Regulations or the Agreement.

(4) The Recipient of the Personal Data provided shall, at the time of providing the Personal Data and thus holding the status of Controller, bear the full risk and responsibility towards the persons to whom the Personal Data relates.

§ 7.

(1) The Sharing Party and the Recipient undertake to cooperate with each other at every stage of the services provided under the Agreement, including in particular to exercise the rights of Data Subjects (in particular the rights of access, rectification, erasure, restriction of processing, data portability and the right to object).

(2) The Parties undertake to inform each other immediately of any changes in the processing of Personal Data that may affect the implementation of the processes set out in the Data Sharing Rules or other provisions of the Agreement.

§ 8.

(1) The Recipient declares that the Personal Data will not be transferred to third countries, i.e. countries outside the European Union and the European Economic Area.

(2) In the event that the Recipient decides to transfer Personal Data to a third country, the Recipient is obliged to comply with all obligations under the Data Protection Regulations. The Provider shall not be liable in any way for the actions taken by the Recipient.

§ 9.

(1) Each of the Controllers shall, on its own, undertake all necessary actions provided for by the Personal Data Protection Regulations relating to the ascertainment of a personal data protection breach.

(2) If a personal data protection breach detected by the Recipient could affect the level of security of personal data protection processed by the Sharing Party, the Recipient shall immediately inform the Sharing Party. In this situation, both parties undertake to cooperate in order to manage and minimise the effects of the identified personal data protection breach, including in particular the establishment of appropriate corrective measures.

§ 10.

(1) These Data Sharing Rules and the relationships arising from them shall be governed by Polish law.

(2) The parties agree that exclusive jurisdiction over disputes arising from the content of the Data Sharing Rules shall be exercised by the Polish courts with territorial jurisdiction over the seat of the Sharing Party.