

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

### Parties to the transfer of personal data:

<b>Sharing provider</b> <i>(service provider and exporter of personal data)</i>	<b>InfoCredit Service Limited Liability Company with its registered office in Warsaw</b>
<b>Recipient</b> <i>(recipient and importer of personal data)</i>	Any person or entity to whom a service is provided and, consequently, to whom personal data indicated within this document is made available.  Each recipient of personal data, at the time of conclusion of the contract forming the basis for the provision of the service to him/her, is obliged to read and accept these principles.

### § 1.

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

- 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 GDPR, within the framework of the Agreement understood as the Shipper and the Recipient (once the Personal Data has been made available to him/her).
- 2) **'Personal Data'** - information allowing the direct or indirect identification of a natural person, more broadly defined in Article 4(1) of the GDPR, 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 GDPR, 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, restricting, erasing or destroying.

6) **'GDPR'** - 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 framework of this document, the Sharing Party shall make available to the Recipient the Personal Data contained in the databases of information which are the subject of the services provided by the Sharing Party to the Recipient in connection with the conclusion of the Agreement.

## **§ 3.**

(1) The Sharing Party declares that it is the Administrator and has a legal basis enabling it to make the personal data available to third parties.

(2) The personal data made available in connection with the conclusion of the Agreement and the provision of services to the Recipient on its basis shall be processed by the Recipient exclusively in

the performance of any obligations under that Contract within the framework of each party's legitimate interest (legal basis: Article 6(1)(f) GDPR).

(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 concluded agreement 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 previous status as an Administrator after making Personal Data available.

(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 GDPR, 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 of the Controllers undertakes to fulfil, on its own, the information obligation towards the persons to whom the Personal Data relates, pursuant to Articles 13 and 14 of the GDPR.

## **§ 5.**

(1) The Sharing Party shall make Personal Data available to the Recipient limited only to the scope indicated in the Agreement.

(2) The Sharing Party and the Recipient shall make every effort to ensure that all the activities constituting the provision of Personal Data and their subsequent Processing are carried out in compliance with the applicable laws, including the principles arising from the Personal Data Protection Regulations, as well as with the principles arising from the Agreement.

(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.