Data Processing Agreement

This Data Processing Agreement ("Agreement") is entered into on […] between:

[…] with its registered office in […] at ul. […], entered into the register of entrepreneurs kept by the District Court for […] under KRS number […], NIP […], REGON […],

represented by […],

hereinafter referred to as the "**Controller**",

and

Examica Sp. z o.o. with its registered office at ul. Stefana Batorego 18/108, 02-591 Warsaw, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, under KRS number 0001165288, NIP (Tax Identification Number) 7011253725, REGON (National Business Registry Number) 541354377,
represented by Tomasz Najda - Member of the Management Board,
hereinafter referred to as the "**Processor**".

Considering that the Parties have concluded an agreement for the provision of services by electronic means based on the terms of service available at www.examica.io, hereinafter referred to as the "Service Agreement", the Parties have mutually agreed as follows:

1. Subject of the Agreement

The Parties agree that in order to fulfill the obligations arising from legal provisions, and in particular the provisions of 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 (General Data Protection Regulation), hereinafter referred to as the "**GDPR**", and the Act of 10 May 2018 on the Protection of Personal Data, hereinafter referred to as the "**Act**", as well as for the proper implementation of the provisions of the Service Agreement, the Controller entrusts to the Processor the personal data for processing, referred to in section 2 below, for the purpose of the Processor providing the services specified in the Service Agreement, to the extent and on the principles set out in this Agreement and taking into account the provisions of the Service Agreement.

2. Scope of the entrusted data

The Controller entrusts to the Processor for processing the personal data of Respondents within the meaning of the Examica Terms of Service, i.e., third parties whose personal data is

entered by the Controller into the Examica system to use Examica's functionalities, in particular for sending mailings to Respondents, including the first and last names of these persons and/or their email addresses.

The Controller is the sole Party responsible for the correct, complete, and current determination of the scope of entrustment referred to in paragraph 1.

The Controller undertakes to entrust personal data to the Processor only to the extent specified in paragraph 1 of this section (and in particular, that it shall not be broader) and to verify whether the scope of data actually entrusted corresponds to the disclosed state.

The Controller may at any time change (extend or limit) the scope of entrustment specified in paragraph 3.

The Controller declares that it will not entrust to the Processor for processing any special categories of data within the meaning of Article 9 of the GDPR.

3. Declarations of the Parties

The Controller, as the Personal Data Controller, declares that it has collected the personal data entrusted to the Processor in accordance with applicable laws.

The Processor declares that it undertakes to use the personal data solely to the extent necessary for the performance of the Service Agreement and for the purpose specified therein.

4. Obligations of the Parties

The Processor, when processing personal data, is obliged to apply technical and organizational measures ensuring the protection of the processed data, and in particular, shall secure the data against unauthorized disclosure, loss, damage, or destruction.

The Processor undertakes to process the personal data entrusted by the Controller only on the documented instructions of the Controller. Such instructions are also understood to include the Controller's use of specific services referred to in the Service Agreement and their individual functionalities.

To fulfill the obligation referred to in the preceding paragraph, the Processor is obliged to maintain documentation describing the method of data processing, including, in particular, a register of personal data processing categories.

In the event of a personal data breach, the Processor is obliged to report it to the Controller immediately, no later than 24 hours after becoming aware of it, taking into account the provisions of Article 33 of the GDPR.

5. Final Provisions

This Agreement is concluded and enters into force on the day the Examica Terms of Service are accepted by the Controller.

The Processor may not transfer the rights and obligations arising from this Agreement to another entity without the prior written consent of the Controller.

In matters not regulated by this Agreement, the applicable provisions of law shall apply, including in particular the provisions of the GDPR, the Act, and the Civil Code.

The court competent to resolve disputes arising in connection with the performance of this Agreement shall be the court with jurisdiction over the Processor's registered office.