

Personal Data Processing Entrustment Agreement
(hereinafter: '**Agreement**')

concluded on between:

....., conducting the business activity under the name of,street, PESEL
[*Universal Electronic System for Registration of the Population*]:....., NIP [*Tax Identification
Number*]:, e-mail:
hereinafter referred to as the '**User**'

and

ActiveNow sp. z o. o. with its registered office in Warsaw (03-741) at ul. Białostocka 22 1, KRS
[*National Court Register*]: 0000754602, NIP [*Tax Identification Number*]: 7010889131, e-mail:
hello@activenow.io
hereinafter referred to as the '**Service Provider**'

The User and the Service Provider are hereinafter separately referred to as the '**Party**' and jointly as
the '**Parties**'.

Whereas:

- a) The User and the Service Provider are the Parties to the agreement on electronic provisions of services concluded on (hereinafter referred to as: „**main agreement**”),
- b) The User acts as the personal data controller,
- c) due to the performance of the main agreement, the Service Provider needs to process the personal data provided to it by the User,

The Parties, pursuant to Art. 28 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 (hereinafter referred to as the: '**Regulation**'), decided to conclude this Agreement:

§ 1

[Subject of the Agreement]

1. The User entrusts the processing of personal data necessary to pursue the main agreement to the Service Provider on the basis of and for the purpose determined in this Agreement.
2. The Service Provider is obliged to process the personal data entrusted to it pursuant to this Agreement, Regulation and other provisions of the commonly governing law so as the processing would protect the rights of the data subjects, in particular the right to protect personal data. The personal data will be kept in the 'Customer Data' file.
3. The Service Provider is obliged to use security measures that comply with the requirements of the Regulation.

§ 2

[Duration of the Agreement and processing of personal data]

1. This Agreement enters into force on the date of its conclusion and shall be valid for an indefinite period of time but no longer than the duration of the main Agreement. The duration of the Agreement is at the same time the duration of processing of the data by the Service Provider pursuant to Art. 28 of the Regulation.
2. Any party can terminate this Agreement in observance of the 14 days' notice period. Termination by a Party of this Agreement is equivalent to termination of the main Agreement by it. The previous sentence is not applicable in the situation when the further electronic provision of the services for the benefit of the User pursuant to the main agreement is not associated with the processing, on its behalf, of any personal data by the Service Provider and the main agreement is to be further performed pursuant to the Regulation (*the use of the so called Admin Account by the User without the possibility to store personal data of other persons with the actual erasure of such data*).

§ 3

[Character and aim of processing the data]

1. the Service Provider will be process the entrusted data with the application of IT systems as well as paper documentation. The processing can be performed with the frequency required in the scope of pursuance of the duties of the main agreement with the application of the technologies available for the Service Provider.
2. The processing includes the following operations, such as: recording, organisation, structuring, storage, adaptation or modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data, subject to the restrictions introduced to the Agreement as well as in conformity with the requirements concerning the aim of processing.
3. The personal data entrusted by the User will be processed by the Service Provider in order to pursue the main agreement in a relevant manner.

§ 4

[The type of the processed data and categories of data subjects]

1. Under the Agreement and main agreement the Service Provider will process:
 - a) general data in the form of:
 - * names and surnames
 - * residence address
 - * PESEL [*Universal Electronic System for Registration of the Population*] no. and the date of birth
 - * series and number of the ID card or other identification document
 - * telephone number or numbers
 - * e-mail address
 - * IP address
 - * full names of parents, children and other family members
 - * bank account number or credit card number as well as information on payments for the benefit of the User.
 - * Information on class history (presence, cancellation, classes in place of the cancelled, list of

- groups in which a person participated, lists of groups in which a person taught)
- * shoe number
- * other data submitted to the User voluntarily by its customers
- b) Data of the special categories in the form of:
 - * health condition information (including injuries, diseases, allergies, faulty posture)
 - * specific behavioural features
 - * face image
 - * other data provided to the User voluntarily by its customers.
- 2. The Service Provider will be processing the personal data entrusted on the basis of the Agreement and main agreement, including:
 - * User's customers
 - * User's customers and the persons with whom the User cooperates pursuant to the civil-law agreement

§ 5

[Duties and rights of the User]

1. The User declares that it processes the data entrusted on the basis of the Agreement pursuant to the provisions of law, in particular pursuant to the Regulation.
2. The User is obliged to cooperate with the Service Provider in the scope of personal data entrusted to it for the processing as well as provides the Service Provider with the necessary information at its request in order to perform the Agreement pursuant to the applicable provisions of law, including the Regulation.
3. The User has right to request the Service Provider to provide it with the information necessary for the fulfilment of duties determined in the Agreement and the Regulation.
4. The User has right to conduct and audit in the scope of pursuance of the duties by the Service Provider that are referred to in this Agreement. In particular, the User can carry out an inspection or authorise the external auditor to do so. The audit should be carried in a manner that does not impede the business activities of the Service Provider. The Parties specify the term of an audit in writing or by e-mail with the proper, at least 7 days in advance. The control will be performed pursuant to the commonly governing provisions of law.

§ 6

[Service Provider duties]

1. Service Provider is obliged to:
 - a) process the data only in case of the documented instruction of the User - it is associated with the transfer of the personal data to the third country or to international organisation, unless such duty was imposed by the law of European Union or Polish law. In such a case, prior to the commencement of processing, the Service Provider informs the User on this legal duty, unless the law does not prohibit to provide such information due to the important public interest; Under this Agreement, the User recommends the Service Provider to process all the personal data provided to it pursuant to this Agreement and the main agreement in order to pursue the main agreement; The parties mutually agree that any transfer of personal data in the scope of the pursuance of the duties under the main agreement, simultaneously is a request of the User to process the personal data by the Service Provider, unless the User decides otherwise;

- b) guarantee that the persons authorised by the Service Provider to process personal data will be obliged to keep the secret or be subject to the statutory duty of keeping the secret.
 - c) undertake any measures required under Art. 32 of the Regulation (*security of processing*);
 - d) comply with the terms and conditions of sub-entrustment that are referred to in § 7 of the Agreement;
 - e) help, in the possible scope taking into account the character of the processing, the User by providing proper technical and organisational measures to fulfil the duty of replying for the requests of the data subject in the scope of performing their rights determined in the Chapter III of the Regulation (*rights of the data subject*);
 - f) help, taking into account the character of the processing as well as the information available to the Service Provider, the User to fulfil the duties determined in Art. 32-36 of the Regulation (*security of the personal data and data protection impact assessment and prior consultation*);
 - g) after the end of the provision of the services associated with the processing, depending on the decision of the User - to erase or return any personal data to it as well as to erase any existing copies, unless European Union law or Polish law stipulate to store the personal data;
 - h) make available any information necessary to fulfil the duties specified in Art. 28 of the Regulation to the User as well as to enable the User or the auditor authorised by the User to carry out the audits, including an inspection, contributing to its occurrence. Due to the obligation specified in the first sentence, the Service Provider immediately informs the User, if the request issued to it, in its point of view, is a breach of the Regulation or other provisions of European Union or Polish law on data protection.
2. Due to the duty specified in section 1 letter b) the Service Provider should only process the personal data of the persons who:
- a) were entitled to process the personal data under the written authorisation issued to them by the Service Provider;
 - b) submitted a declaration on confidentiality regarding the entrusted personal data.
3. Service Provider is obliged to:
- a) apply due diligence in the processing of the entrusted personal data;
 - b) process the received personal data from the User in the manner that protects them against making them available to the unauthorised;
 - c) provide the proper technical and organisational measures which enable the adequate level of security referring the risk associated with the processing of personal data that are referred to in Art. 32 of the Regulation (*security of the processing*);
4. Upon determining the breach of personal data protection, The Service Provider informs the User on it.

§ 7

[Sub-entrustment]

1. The Service Provider will not use the services of the other processing entity without the prior detailed or general written consent of the User. In case of the general written consent the Service Provider informs the User on any intended alterations associated with adding or substituting the other processing entities giving the User a possibility to object such changes.

2. In case of receiving the consent by the Service Provider that is referred to in section 1 it can entrust the personal data under this Agreement to the further processing only for the purpose of the proper use of the main agreement.
3. If the Service Provider uses the services of the other processing entity for the purpose of performing the proper processing activities on behalf of the User, it is obliged to impose the same personal data protection duties on this entity which were referred to in the Agreement, in particular the duty to ensure the sufficient guaranties of implementing the proper technical and organisational measures so at the processing would comply with the requirements of the Regulation. If the other processing entity will not fulfil the data protection duties, the full liability towards the User for the fulfilment of duties of the other processing entity is to be borne by the Service Provider.

§ 8

[Register of processing activities]

1. The Service Provider (and its representative, if applicable) is obliged to keep the register of all processing activity categories performed on behalf of the User, if:
 - a) it employs 250 persons or more,
 - b) performs processing that may cause the risk of breaching the law or liberty of data subjects,
 - c) performs processing that is not occasional or
 - d) performs processing that involves the special categories of personal data that are referred to in Art. 9 section 1 of the Regulation or the personal data associated with the judgments of conviction or prohibited acts that are referred to in Art. 10 of the Regulations.

§ 9

[Confidentiality maintenance principles]

1. The Service Provider is obliged to maintain confidentiality of any and all information, data, materials, documents, and personal data received from the User, and from the persons cooperating with it as well as the data received in any other manner, intentional or unintentional, in oral, written, or electronic form (hereinafter referred to as the '**confidential data**').
2. The Service Provider declares that due to the obligation to maintain confidentiality of confidential data, they shall not be used, disclosed, and made available without the written consent of the User for the purpose other than the performance of the Agreement, unless the necessity of the disclosure of the possessed information derives from the Agreement or the applicable provisions, including the Regulations.
3. The Parties are obliged to make every effort to guarantee that the means of communication used for reception, transfer and the storage of confidential data would guarantee the protection of confidential data, including the personal data entrusted to the processing, against the access of the third persons unauthorised to become acquainted with its content.

§ 10

[Website addresses]

1. The Parties declare that the residence addresses and registered offices provided in the Agreement

are relevant for serving the correspondence which requires a written form as well as they are obliged to notify the other Party in writing on any change of data. In case of non-compliance with this duty, the correspondence sent on the specified address is claimed to be properly served.

2. The Parties declare that the electronic mail addresses (e-mail) provided in this Agreement are relevant for serving the electronic correspondence and are obliged to notify the other Party in writing on any change of data. In case of non-compliance with this duty, the correspondence sent on the specified address is claimed to be properly served.

§ 11
[Final Provisions]

1. All modifications and amendments hereto must be made in writing or else shall be null and void.
2. Should any of the provisions hereof be or become invalid or ineffective due to any reason, it shall not affect the balance of the Agreement. The Parties in such a case shall replace the invalid or ineffective provisions with such that respond to their initial intention in the economic sense. Accordingly, the duty that is referred to in the first sentence refers also to the situation in which during the performance of this Agreement the gap that requires the supplementation occurs.
2. The Agreement was drawn up pursuant to Polish law and is governed by the Polish law. In all matters not governed, the provisions of the Polish law and the Regulation shall apply.
3. The disputes that may result from the conclusion or as a consequence of the pursuance of this Agreement are submitted to the jurisdiction of Polish courts and will be settled by the competent court for the registered office of the Service Provider specified in the petitem of the Agreement.
5. The Agreement was drafted in two identical copies, one for each Party.

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Service Provider

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User