

PERSONAL DATA PROCESSING AGREEMENT

concluded pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 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 (Official Journal of the European Union No. 119, p. 1) ("**Regulation**");

between **PACKETA POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ** with its registered office in Warsaw, at ul. Postępu 14, 02-676 Warsaw, entered in the register of companies of the National Court Register kept by the Regional Court of the Capital City of Warsaw in Warsaw – 13th Commercial Division of the National Court Register, under KRS number 0000575023, NIP 8831858623, REGON 36249788500000 ("**Packeta**") and the **Consignor** within the meaning of the Terms and Conditions for the provision of carriage of goods services ("**Terms and Conditions**"), in connection with the conclusion of the Contract for the provision of services of carriage of goods ("**Contract**").

Article 1

Preliminary Provisions

1. The Consignor ("**the Controller**") and Packeta ("**the Processor** ") cooperate on the basis of the Contract in the scope of transport of Consignments from the Place of Origin to the Place of Delivery, including: handover of the Consignment at the Place of Origin, transport of the Consignment to the Place of Delivery, informing the Consignee about the possibility of picking up the Consignment via e-mail or SMS, handing over of the Consignment to the Consignee at the Place of Delivery, additionally - if it is provided for in the Terms and Conditions, Contract, Price List or by individual agreement of the Parties - also in the scope of performing additional transport, forwarding or logistic services on individually specified terms.
2. As part of the cooperation of the Parties referred to in paragraph 1 above, there is or may be a transfer of the Consignees' Personal Data, in which the purpose of their processing is determined and transferred by the Controller, and the Processor processes the Personal Data for the Controller, solely for the purpose of performing the subject of the Contract, in accordance with this Contract.
3. Terms used in this Contract shall have the meanings given by the wording of the Terms and Conditions.

Article 2

Principles of personal data processing

1. Packeta is a processor of Personal Data for the Personal Data the Controller - Consignor and is authorized to process the following Consignees' Personal Data:
 - 1) first name and last name,
 - 2) contact details,

- 3) address,
- 4) E-mail address,
- 5) phone number,
- 6) information on the labelling of the Consignment to the extent necessary

("Personal Data").

2. The Processor of Personal Data for the Controller does not process any special category of Personal Data.
3. The provision of access to Personal Data takes place in such a way that the Processor shall provide the Controller with access to the IT System with the database intended to store the aforementioned Personal Data in order to enable the provision of the Services.
4. The Controller will enter into the IT System, along with electronic data about the Consignment, also such Personal Data as is necessary to enable the Processor to provide the Services. The Processor shall allow the Controller to access the system through an interface at <https://client.packeta.com/pl/sign/in>.
5. The Processor processes Personal Data only to the extent that it is necessary for the full performance of its Services under the Contract.

Article 3

Rights and Obligations of the Parties

1. The Processor shall implement technical, organizational and other measures to protect against unauthorized or accidental access to, alteration, deletion, loss, misplacement or other unlawful handling of Personal Data. The Processor is primarily required to:
 - 1) use secure access to the PC, and access to the PC will be known only to the Processor;
 - 2) use secure access to the Personal Data database, access shall be provided by the Processor in such a way that it is not displayed, stored or made available to third parties;
 - 3) always use security measures (e.g., encryption or other measures) based on the specific situation or the Personal Data;
 - 4) prevent access to Personal Data by third parties unless such access is authorized in writing by the Controller or pursuant to this Contract;
 - 5) maintain confidentiality about your Personal Data.
2. The Processor shall also:
 - 1) process the Personal Data only in the form in which it was provided to it by the Controller;
 - 2) process only Personal Data for the purpose specified in this Contract and to the extent necessary to fulfill that purpose;
 - 3) not combine Personal Data that has been obtained for different purposes;
 - 4) keep the Personal Data only for the period specified in the Consignee's obligation to provide information or consent, unless this is contrary to the legitimate interests of the Processor.
3. The Processor and the Controller are obliged to secure the data in such a way that employees and other persons authorized by the Processor to process Personal Data, process such Personal Data only to the extent and for the purpose in accordance with this Contract and the Regulation.

4. At the direction of the Controller, the Processor shall promptly rectify, update, delete or transfer the Personal Data.
5. If the objection filed against the Processor (Article 21 (1) of the Regulation) by the person to whom the Personal Data relates is considered as justified, the Processor is obliged to immediately remove the defective condition upon a written request from the Controller. Written form is sufficient, as well as documentary form via an e-mail.
6. The Processor shall, in performing its obligations under this agreement, act with due diligence resulting from the professional nature of its business activities, follow the instructions of the Controller and act in accordance with the interests of the Controller. In a situation where the Processor has doubts about a possible breach by the Controller of its obligations under the Regulation with regard to the protection of Personal Data, the Processor is obliged to inform the Controller about such doubts / breaches.
7. The Controller agrees that the Processor may authorize other entities to process Personal Data without additional express consent from the Controller ("**Other Processor**").
8. All Other Processors, process the Consignees' Personal Data only to the minimum extent necessary to fulfill the terms of the Contract. Where possible, Other Processors work with pseudonymized Personal Data to identify the Consignee, such as the Consignment number.
9. Where the Consignment has a Place of Delivery outside the EU, the Consignor agrees to transfer the Personal Data to another Processor located outside the EU.
10. The Processor currently uses the following Other Processors:
 - 1) entities referred to in the Terms and Conditions;
 - 2) Packeta s.r.o.
11. The Processor will inform the Controller of all Other Processors it intends to authorize to process Personal Data and provide the Controller with an opportunity to object to the authorization of certain Other Processors.
12. Unless the Controller objects to Other Processors, the Processor is entitled to authorize Other Processors to process the Personal Data. The Controller has the right to raise an objection only until the Consignment has been handed over to Packeta for the purpose of performing the Contract, and if an objection is raised, it will result in the withdrawal from the Contract concerning the Consignments by the Controller.
13. Where the Processor authorizes Other Processors to carry out specific processing activities, the specified Other Processor shall, on the basis of an agreement, assume the rights and obligations of the Processor in relation to the Controller and shall assume the Processor's obligations in relation to the protection of Personal Data under this agreement and the Regulation. Liability for breaches by the Other Processor towards the Controller of its obligations under this Contract and the Regulation shall be borne by the Processor (Packeta), which shall not exclude Packeta from asserting liability on a recourse basis against the Other Processor.
14. The Processor shall provide the Controller with all information and documents evidencing compliance with the obligations set forth in this Contract or the Regulation.
15. The Parties undertake to cooperate with each other in the scope of personal data protection, including mutual transfer of materials, information or documents in order to ensure smooth and effective implementation of the present Contract, especially in case of proceedings/negotiations before the President of the Office for Personal Data Protection or other supervisory authority in the scope of personal data protection.

Article 4

Confidentiality

1. The Processor shall keep confidential the information regarding Personal Data, in particular, it is prohibited to publish, distribute or transfer to other third parties, with the exception of employees of the Processor, persons cooperating with the Processor, or other entities that remain authorized to process Personal Data. The Processor shall instruct its employees and subcontractors on this obligation of confidentiality and secure the Personal Data against unauthorized disclosure. the Processor's obligation continues even after the termination of the contract. The Processor is obliged to maintain secrecy about the security measures that were used to secure the protection of the Personal Data even after the termination of the contract.

Article 5

Liability

1. The Processor shall be liable for damages on general principles in connection with possible breaches of the provisions of this Contract and the Regulation.

Article 6

Term of the Contract

1. This Contract is effective for the duration of the Contract.
2. If this Contract is terminated or the processing of Personal Data is terminated, the Processor shall delete the Personal Data provided to it under this Contract.
3. The Consignor acknowledges that the Processor is authorized to store Consignees' Personal Data, for a period of 3 (three) years from the date of their entry into the Information System, in order to protect its legitimate rights and obligations. This method of storage is possible under Art. 6 paragraph 1 (f) of the Regulation. In the case of such processing, the Consignee may, in accordance with Article 21 of the Regulation, lodge an objection to the contact address of the Processor – rodo@packeta.pl.