

## Personal Data Subprocessing Agreement

concluded between:

**ALTCONNECT sp. z o.o.** with registered office in Tarnów, ul. Juliusza Słowackiego 33-37, 33-100 Tarnów, entered into the Register of Entrepreneurs of the National Court Register under entry No. KRS 0000615780, Tax Id. No. (NIP) 9930659933, share capital of PLN 50.000,00; hereinafter referred to as the “**Processor**”,

and

a controller (i.e. the Client within the meaning of Nutribot Service Terms); hereinafter referred to as the “**Controller**”,

hereinafter jointly referred to as the “**Parties**” and separately as the “**Party**”

Following a service agreement concluded by the Parties under the Nutribot Service Terms (“**Main Agreement**”), the Parties hereby enter into this personal data subprocessing agreement. This Agreement sets forth rights and obligations of the Parties with regard to processing of personal data shared by the Controller with the Processor, in connection with services provided by the Processor for the Controller as specified in the Main Agreement.

### 1. [Definitions]

1. Terms used herein shall mean:

- 1) **Subprocessing Agreement/Agreement** – this Personal Data Subprocessing Agreement;
- 2) **Personal Data** – within the meaning of Art. 4 of the GDPR – any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name and surname, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 3) **Driver** – an individual who, as part of cooperation with the Client, delivers products offered by the Client;
- 4) **Customer** – a customer of the Client, making use of the Client’s range of services;
- 5) **Subcontractor/Other Processor** – an entity with which the Processor, on behalf of the Controller, has shared personal data to be subprocessed, either in whole or in part;
- 6) **Processing** – any operations carried out on personal data, such as collecting, recording, storing, structuring, altering, sharing and erasing, especially the ones performed in IT systems;
- 7) **GDPR** – 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 (General Data Protection Regulation);
- 8) **Solution** – an IT solution provided to the Client by the Service Provider under the Main Agreement.

2. Other capitalised terms used herein shall have the same meaning as assigned to them in the Main Agreement.

## **2. [Object of the Subprocessing Agreement]**

1. The Subprocessing Agreement shall govern sharing of the Personal Data by the Controller with the Processor to be subprocessed
2. The Personal Data shall be shared with the Processor so that it can provide services specified in the Main Agreement.
3. The Processor shall process the Personal Data, saved in IT systems kept by the Controller, of the Customers and Drivers.
4. The Personal Data shall be processed in an electronic form, and shall be subject to the following operations: collecting, recording, updating, storing, viewing, sharing, archiving and erasing.

## **3. [Responsibility of the Processor]**

1. The Processor shall be responsible for sharing or using the Personal Data in breach of the Agreement.
2. The Processor undertakes to maintain confidentiality of any information, data, materials, documents and Personal Data received from the Controller and any individuals working with it.
3. The Processor is obliged to notify the Controller of any incident or procedure as well as any planned inspection or inspection in progress concerning the processing at the Processor of the Personal Data, in particular those conducted by the Polish Personal Data Protection Office.

## **4. [Rights of the Processor]**

1. The Processor has the right of access to all information from the Controller directly affecting the security of processing of the Personal Data under the Agreement.
2. The Processor has the right to suspend or restrict processing of the Personal Data under the Agreement if the Controller fails to provide the Processor with necessary information on the manner, scope and nature of the data being processed or is in delay with providing it.

## **5. [Technical and Organisational Measures]**

1. The Processor warrants that each individual who performs the Main Agreement shall be bound to ensure confidentiality of the Personal Data processed in the performance of the Main Agreement; in particular, that they will not transfer, disclose or share these data with unauthorised parties. Concurrently, each individual who performs the Main Agreement shall be obliged to maintain confidentiality of measures applied to protect the Personal Data (“**Confidential Data**”).
2. The Processor represents that in connection with the non-disclosure obligation the Confidential Data shall not be used, disclosed or shared without the Controller’s written consent otherwise as for the performance of the Main Agreement, unless any such information has to be disclosed under applicable laws.
3. The Processor declares to apply technical and organisational measures specified in Art. 32 of the GDPR, appropriate to the identified risk of infringing rights or freedoms of data subjects.
4. The Processor undertakes to protect the data against forbidden or illegal processing (destroying, losing, modifying, unauthorised disclosure or unauthorised access to any Personal Data sent, stored or otherwise processed) and random loss, destruction or damage, through appropriate technical or organisational measures.
5. Each individual who performs the Main Agreement is obliged to process the Personal Data to which they have gained access exclusively to the extent and for purposes stipulated in the Main Agreement.

## **6. [Using by the Processor of the Subcontractor’s Services]**

1. The Processor may use services rendered by the Subcontractors only with the Controller's prior general written consent.
2. The Controller hereby consents to further sharing of the Personal Data to be subprocessed with the Processor's staff that works for the Processor under civil-law agreements in order to provide services under the Main Agreement, on terms and conditions specified herein.
3. The Controller hereby consents to further sharing of the Personal Data to be subprocessed with the Processor's Subcontractors that render services for the Processor to perform the Main Agreement, in particular hosting providers.
4. For the Personal Data to be shared for subprocessing with any subprocessors other than those specified in Section 6.2-3 above, the Processor needs to inform the Controller thereof in advance so as to ensure that the Controller can object thereto, five days prior to the start of further subprocessing at the latest. In particular, such notification may be made electronically. If the Controller does not object thereto, the Controller is assumed to have consented to the further subprocessing.
5. The Controller consents to the further subprocessing of the Personal Data by the Subcontractors located outside the European Union exclusively if such Subcontractors are bound by standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and Council.

#### **7. [Obligations and Rights of the Controller]**

1. The Processor shall share with the Controller any information necessary to demonstrate the compliance with obligations to which the Processor is subject, and shall allow the Controller to conduct audits, including inspections, cooperating in any verification and correction activities. Audits shall be conducted at the Controller's cost.
2. An audit or inspection should take place during the Processor's working hours and cannot interfere with the Processor's ongoing activities; the Controller should inform the Processor about a planned audit or inspection at least 30 days in advance.
3. The Processor undertakes to remove any irregularities detected by the Controller within a reasonable time limit, not longer than 30 days.
4. The Processor shall assist the Controller in compliance with its obligation to reply to a data subject in the exercise of the data subject's rights set forth in Chapter III of the GDPR, and in compliance with obligations under Art. 32-36 of the GDPR.
5. After the end of processing related services provided, the Processor shall, at the Controller's discretion, either erase or return all the Personal Data, unless the Processor is obliged to further process them under separate laws.

#### **8. [Final Provisions]**

1. The expiry or termination of the Main Agreement shall result in the expiry or termination of this Subprocessing Agreement.
2. Each Party may terminate the Subprocessing Agreement when either of them processes the Personal Data in breach of the Subprocessing Agreement.
3. This Agreement is governed by and shall be construed in accordance with the Polish law. In issues not governed by the Subprocessing Agreement, the Polish law shall apply, including the Civil Code and the GDPR.
4. Any disputes under the Subprocessing Agreement shall be settled by the Polish court competent for the Processor's registered office.

- 5. In issues not governed by the Subprocessing Agreement, the Main Agreement shall apply, which in particular shall include rules governing the provision of the services. In case of any discrepancies between the Agreement and the Main Agreement, the Agreement shall prevail.
- 6. This Agreement shall supersede any prior agreements, arrangements and understandings between the Parties with regard to the subprocessing of the Personal Data governed herein.

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**The Controller**

**The Processor**