



Bijlage 2/ Appendix 2: Personal Data Processing Agreement

The Undersigned:

Great People Inside Sp. z o.o., established at Syta 118B/5, 02-987 Warsaw (Poland), hereinafter referred to as the "Processing Entity" represented by: Mr. Jeroen van der Weijde;

and

Immensus Group B.V., established at Kapelweg 10, 3566 MK Utrecht (Netherlands), hereinafter referred to as "Data Administrator" or "Administrator" represented by: Mr. Hassan al Morabit;

Processing Entity and Administrator hereinafter also collectively referred to as „Parties”;

Declare to have entered into the following Personal Data Processing Agreement (“Agreement”):

1 Declarations of the Parties

1. The Data Administrator and the Processing Entity declare that they concluded a Recruitment & Selection agreement on, hereinafter referred to as the "Main Agreement", under which personal data are processed.
2. The Personal Data Processing Agreement is an accessory agreement to the Main Agreement and it regulates the mutual relationship of the Parties and the obligations regarding the processing of personal data resulting from the concluded Main Agreement.

2 Entrusting the Processing of Personal Data

1. The Data Administrator commissions the Processing Entity, 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") to process personal data, on terms and for the purpose specified in the Agreement.
2. The Processing Entity shall process the personal data entrusted to it under the Agreement, the Regulation and other provisions of universally binding law that protect the rights of the persons to which the data relate.
3. The Processing Entity declares that it applies security measures that meet the requirements of the Regulation.

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3 Scope and Purpose of Data Processing

1. The Processing Entity shall process the personal data entrusted to it under the Main Agreement.
2. The purpose and scope of entrusting the processing of the personal data results directly and is limited only to tasks resulting from the concluded Main Agreement.

4 Obligations of the Processing Entity

1. The Processing Entity shall secure the processed data by applying appropriate technical and organizational measures that ensure an adequate level of security corresponding to the risks related to the processing of personal data referred to in art. 32 of the Regulation.
2. The Processing Entity shall process the entrusted personal data with due diligence.
3. The Processing Entity shall give authorization to all persons who will process the entrusted data under this Agreement. The Processing Entity shall ensure that the processed data (referred to in art. 28 item 3 letter b of the Regulation) will be kept secret by the persons authorized to process them to fulfil this Agreement, both in the course of their employment at the Processing Entity and afterwards.
4. After the personal data have been processed, the Processing Entity shall immediately return all personal data to the Data Administrator or destroy them – as ordained by the Data Administrator delete all existing copies unless EU or Member State law requires the storage of personal data.
5. As far as possible, the Processing Entity shall assist the Data Administrator in meeting the obligation to respond to the requests from a person whom the data concerns, and to fulfil the obligations set out in art. 32-36 of the Regulation.
6. After the Processing Entity finds a breach of the personal data protection, it shall report it to the Administrator without undue delay within 72 hours.

5 Right of Control

1. In accordance with art. 28 item 3 letter h) of the Regulation, the Data Administrator has the right to investigate whether the means used by the Processing Entity in the processing and securing of the entrusted personal data meet the provisions of the Agreement.
2. The Data Administrator shall exercise the right of inspection during working hours of the Processing Entity and with a minimum of 7 days' notice.
3. The Processing Entity shall remove the deficiencies found during the inspection by the date specified by the Data Administrator, but no later than in 7 days.
4. The Processing Entity shall provide the Data Administrator with all information necessary to prove compliance with the obligations set out in art. 28 of the Regulation.

6 Further Entrusting of the Data for Processing

1. The Processing Entity entrusts the personal data covered by the Agreement for further processing to subcontractors only for the purpose of fulfilling the Agreement after obtaining the written consent of the Data Administrator.
2. A subcontractor shall fulfil the guarantees and obligations imposed on the Processing Entity in this Agreement.
3. The Processing Entity shall be fully liable before the Data Administrator for failure to comply with data protection obligations imposed on the subcontractor.



7 Liability of the Processing Entity

1. The Processing Entity shall be liable for providing or using the personal data in breach of the Agreement, in particular for providing the entrusted personal data to unauthorized persons.
2. The Processing Entity shall immediately inform the Data Administrator about any proceedings, in particular administrative or judicial, regarding the processing of the personal data specified in the Agreement by the Processing Entity, any administrative decision or ruling regarding the processing of such data, addressed to the Processing Entity, and about any planned, if known, or performed audits and inspections regarding data processing, conducted in the facility of the Processing Entity, in particular those carried out by inspectors authorized by the Inspector General for Personal Data Protection. This section applies only to the personal data entrusted by the Data Administrator.

8 Duration of the Agreement

1. This Agreement shall apply from the date of its conclusion for an indefinite period.
2. Either party may terminate this Agreement with a one-month notice.

9 Termination of the Agreement

1. The Data Administrator may terminate this Agreement with immediate effect when the Processing Entity:
 - a. fails to remove the deficiencies identified during an inspection within the prescribed period despite the obligation to do so;
 - b. processes the personal data not as specified in the Agreement;
 - c. entrusts the processing of the personal data to another entity without the consent of the Data Administrator.

10 Confidentiality

1. The Processing Entity shall keep confidential all information, data, materials, documents and personal data received from the Administrator and from the persons cooperating with it as well as data obtained in any other way, deliberately or accidentally in verbal, written or electronic form ("confidential data").
2. The Processing Entity declares that due to the obligation to keep confidential data secret, they shall not be used, disclosed or made available without the Administrator's written consent for purposes other than the performance of the Agreement, unless the need to disclose information arises under applicable law or the Agreement.



11 Final Provisions

1. The Agreement has been made in two identical copies for each of the Parties.
2. If any provision of the Agreement is deemed void, ineffective or unenforceable, in whole or in part, it shall not affect the validity, effectiveness or enforceability of the remaining provisions of the Agreement. The Parties hereby agree to replace such provision with another provision negotiated in good faith, which as far as possible achieves the original purpose of the Agreement. The Parties hereby declare that if any particular provisions of the Agreement are declared invalid, the Agreement would have been concluded without these provisions. In the event of the Parties' failure to agree in this regard, the Agreement shall be interpreted in such a way that the effectiveness of the Agreement is maintained to the widest extent possible.
3. To matters not covered by the law, the Civil Code and the Regulation shall apply.
4. All changes to the Agreement must be made in writing.
5. The Parties to the Agreement shall make every effort to resolve any disputes arising from the Agreement amicably.
6. A court competent for the settlement of disputes arising from this Agreement shall be the court competent for the Processing Entity.

Data Administrator

Processing Entity

