Annex to the Rules - Agreement for entrusting personal data for Business Client

1. Agreement for the processing of personal data

2. concluded in Gdańsk on .... by and between

3. LeanX spółka z ograniczoną odpowiedzialnością seated in Gdańsk at ul. Piramowicza 3/1, 80-218 Gdańsk, entered into the register of businesses kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under KRS number: 0000757665, Tax Identification Number NIP: 9571111252, official statistical number REGON: 38147220600000, with the share capital of PLN 5,000.00 paid in full, represented by:

Marcina Fularczyk, Łukasza Mąkinia

hereinafter referred to as **the Processing Party**

and

2.

....

....

hereinafter referred to as **the Disclosing Party**

The **Processing Party** and **the Disclosing Party** are hereinafter referred to jointly as the Parties or individually a Party.

§1

1. The subject of the agreement is entrusting the Processing Party by the Disclosing Party with the following personal data: name, surname, place of employment, position of persons cooperating with the Disclosing Party on any legal or factual basis in connection with the creation of User's account by the Disclosing Party as part of the Business Customer Package.

2. The personal data referred to in paragraph 1 will be processed by the Processing Party in order to implement the agreement concluded with the Disclosing Party for using Ileango.com Website resources as part of the purchased Business Customer Package and only to the extent that it was vested in the Disclosing Party.

3. The Processing Party may process personal data provided by the Disclosing Party only to the extent specified in this Agreement.

§2

1. The Disclosing Party declares that it is the controller of the personal data file being the subject of this Agreement.

2. The Processing Party undertakes not to use provided data for purposes other than those related to the implementation of this agreement, and to store documents and databases containing the provided data, for no longer than the term of this Agreement.

§3

1. The Processing Party is obliged to comply with generally applicable regulations.
2. The Processing Party declares that it meets the requirements for data protection against unauthorized access, removal by an unauthorized person, processing in violation of the act and change, loss, damage or destruction.
3. The Disclosing Party has the right to monitor the fulfilment by the Processing Party of the obligations arising from this Agreement and the generally applicable provisions of law.

§4

1. Access to personal data entrusted to the Processing Party may only be granted to authorised persons.
2. The Processing Party is obliged to keep confidential all data provided to it during the term of the agreement and to take all steps to keep the data confidential by persons providing work for the Processing Party under employment relationship or civil law relationship having access to them, both during the employment relationship or civil law relationship, as well as after its cessation.

§5

1. The Processing Party is responsible for making available or using personal data in breach of the Agreement, in particular for providing unauthorised persons with personal data.

2. In the event of a breach of generally applicable regulations or this Agreement for reasons attributable to the Processing Party, as a result of which the Disclosing Party, as the controller of personal data, will be obliged to pay compensation or will be fined, the Processing Party undertakes to cover all relevant losses and costs.

§6

1. The Parties declare that they conclude this Agreement for a indefinite period.
2. The Disclosing Party has the right to terminate this Agreement without observing notice period when the Processing Party:
3. has used personal data in a manner inconsistent with this Agreement,
4. entrusted the processing of personal data to subcontractors without the consent of the Disclosing Party,
5. does not stop inappropriate processing of personal data,
6. notifies about its inability to continue the implementation of this Agreement, and in particular inability to meet the requirements specified in §3 par. 2 of this Agreement.

§7

1. Any amendments to this Agreement must be made in writing under pain of nullity.
2. The Parties agree that any disputes arising in connection with the implementation of this Agreement will be settled by the court competent for the seat of the Contractor.
3. The agreement has been made in two counterparts, one for each party.

Disclosing Party   Processing Party

....

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