Salesbook

APPENDIX 5 TO THE REGULATIONS

AGREEMENT FOR ENTRUSTING PERSONAL DATA FOR PROCESSING

CONTENTS

DEFINITIONS

Administrator	The Administrator of Personal Data entrusted to the Service Provider, who sets the purposes and methods of processing Personal Data.
Personal data	Personal data within the meaning of the GDPR.
Agreement	Agreement for the provision of electronic services concluded between the Service Provider and the Client on the terms set out in the Regulations.
Sub-entrustment	A situation in which the Service Provider entrusts Personal Data to a third party for processing.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Capitalized terms not included in the table above should be interpreted in accordance with the definitions in the Regulations.

1. ITEM

In connection with the performance of the Agreement, the Client as the Personal Data Administrator entrusts the Service Provider with the processing of personal data to the extent and for the purpose necessary to perform the Configuration and perform the Service.

2. SCOPE OF PERSONAL DATA PROVIDED

2.1. The scope of data processing includes in particular the following personal data: identification data (including name, surname, IP address), contact details (including e-mail address, telephone number, local address), PESEL number, ID card number, signature , position, employment, business activity , data specified in the course of Configuration by the Client, data on the current performance by the User of the contract between him and the Client in accordance with the functionalities of the Application selected by the Client, data on clients and business partners (including potential) to the extent necessary to carry out the process of selling products or services implemented by the Client using the Application.

If the Client uses the services offered by Dun & Bradstreet Poland sp. z o. o. with its registered office in Warsaw via the Application, the Client will also entrust the Service Provider with business data on domestic and foreign entities that it will obtain in connection with the use of these services.

2.2. Under the Agreement, the Service Provider processes the following categories of personal data subjects: data of the Client's employees, data of the Client's associates, Users, data of contractors, clients and business partners of the Client, including potential ones, and data of other persons processed using the Application for the needs of the Client's business.

2.3. Depending on the needs, the data may be processed in a paper version as well as in an electronic version with the use of software necessary to perform the Agreement. The processing of personal data may include in particular the following processing activities: recording, organizing, structuring, storing, adapting or modifying, viewing, using, matching or combining, limiting, deleting or destroying.

3. PRINCIPLES OF PROCESSING OF PERSONAL DATA

3.1. Entrusted personal data will be processed both within the European Economic Area and in third countries (within the meaning of the GDPR). Data transferred to third countries will be processed in accordance with the requirements of Chapter V of the GDPR, including in particular the use of standard contractual clauses adopted by the European Commission.

3.2. The Service Provider processes personal data only at the documented request of the Client. In case of doubt, the Agreement is also deemed to constitute such a documented instruction. The Service Provider shall immediately inform the Client if, in his opinion, the instruction given to him constitutes a violation of the GDPR or other provisions of the Union or a Member State on data protection.

3.3. The Service Provider declares that - taking into account the state of technical knowledge, the cost of implementation and the nature, scope, context and purposes of processing as well as the risk of violating the rights or freedoms of natural persons with different probability of occurrence and severity of the threat - it will implement appropriate technical and organizational measures to ensure a level of security corresponding to this risk, including but not limited to, where applicable:
   a. pseudonymization and encryption of personal data;
   b. the ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services at all times;
   c. the ability to quickly restore the availability and access to personal data in the event of a physical or technical incident;
   d. regularly testing, measuring and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.

3.4. The Service Provider will authorize the processing of personal data to all persons who will have access to the personal data entrusted to it and shall ensure that persons authorized to process personal data undertake to keep the personal data secret as well as the methods of their protection, or that they are subject to an appropriate statutory obligation of secrecy, and that these persons undertake to comply with the provisions of the GDPR and national regulations issued on the basis of them.

3.5. The Service Provider will immediately inform the Client about any problems related to the security of data processing and any violations in this respect.

3.6. The Service Provider is obliged, through appropriate technical and organizational measures, to help the Client fulfill the obligation to respond to the requests of the data subject in the exercise of his rights set out in Chapter III of the GDPR.

3.7. The service provider is obliged, taking into account the nature of the processing and the information available to it, to help the administrator meet the obligations set out in art. 32-36 GDPR. In connection with the processing of personal data, the Service Provider undertakes to keep a register of all categories of processing activities performed on behalf of the administrator and a register of incidents with due diligence and care.

4. CONTROL POWERS

4.1. The Service Provider undertakes to provide the Client with all information necessary to demonstrate compliance with the obligations set out in the generally applicable provisions of law on the protection of personal data and undertakes to enable the Client or an auditor authorized by the Client to conduct audits, including inspections, and contributes to them. The audit may be carried out:
   a. only by employees authorized in writing by the Client or representatives of other companies acting on the Client's behalf, and provided that they are obliged in writing to keep secret all information obtained during the audit activities;
   b. only with regard to the personal data entrusted by the Client and the tools, infrastructure and procedures used for this purpose;

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c. in a manner that guarantees no violation of other areas of the Service Provider's activity (including the rules of cooperation with entities other than the Client), confidential information, contractual obligations, information regarding the Service Provider's cooperation with other entities;

d. provided that the Service Provider is notified in advance of the planned audit at least 14 working days before the planned date of the audit.

4.2. The control covers only the control of the relevant documentation and the right to obtain the necessary explanations regarding the implementation of the provisions of the entrustment agreement.

5. DURATION OF THE AGREEMENT

Entrusting data processing is carried out for the duration of the Agreement and ends with the end of the Agreement. After the end of the Agreement, the Service Provider, depending on the Client's decision, deletes or returns to the Client all personal data and deletes all existing copies, unless he is authorized to further process them as an administrator.

6. SUBSCRIPTION

6.1. The Client gives the Service Provider general consent to use the services of other processors (hereinafter referred to as "Sub-processors"). The Service Provider informs the Client about any intended changes regarding the addition or replacement of Sub-Processors, thus giving the Client the opportunity to object to such changes. If the Client does not raise an objection within 7 days from the Service Provider's delivery of the notification referred to above, it is assumed that the Client has consented to further entrusting of personal data by the Service Provider.

6.2. The Service Provider uses the services of only those Sub-processors who, under a contract or other legal act, are subject to Union law or the law of a Member State, and who are subject to the same data protection obligations as in the contract or other legal act between the Client and the Service Provider. If the sub-processor fails to comply with the provisions of the GDPR or the concluded entrustment agreement, the Service Provider shall be liable within the limits of the Regulations towards the Client for the actions of the sub-processor.

6.3. Regardless of the mode provided for above, the Client agrees to further entrusting by the Service Provider of personal data entrusted to the Service Provider by the Client to Sub-processors listed in the attachment.

6.4. In particular, in order to enable the Service Provider to perform the Services, the Client agrees to the Service Provider entrusting the processing of personal data to companies from the Microsoft group or other cloud service providers (depending on which entity's cloud the Services are provided in accordance with the decision of the Parties), and its distributors and partners with the possibility of further entrusting data processing. In addition, the Client accepts that the services are provided by the Service Provider using the cloud services of an external provider (indicated above). The provisions regarding the processing by Microsoft of personal data that have been transferred for further processing by the Service Provider are set out in the currently applicable documents available at the links in point 9.4 of the Regulations.

7. LAWS OF COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA

The parties confirm that this appendix applies accordingly to the requirements of personal data protection and privacy laws applicable in third countries (i.e. outside the European Economic Area) to the extent they are applicable to the implementation of the Agreement, and in particular to the requirements of US law, including California Consumer Privacy Act, and to the requirements of UK law, including the so-called UK GDPR. If necessary, the Parties reaffirm their mutual commitment to take the necessary steps in good faith to bring this Agreement into line with the legal requirements of third countries.

LIST OF ATTACHMENTS
1. List of subprocessors
2. CCPA

Appendix 1: Other processors to whom the Service Provider will entrust personal data entrusted by the Client

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no	Name	Address	Categories of subcontracted processing
1.	Microsoft Corporation	One Microsoft Way Redmond, Washington 98052 USA	Microsoft Azure cloud services; e-mail services
Microsoft Azure services may be replaced by services provided by another cloud service provider, depending on the decision of the Parties.			
2.	Atlassian Corporation	Level 6 341 George Street Sydney, NSW 2000 Australia	handling service requests
3.	Thulium Sp. z o. o	7 Osiedle Złotej Jesieni Street 31-827 Krakow	service hotline and service requests

Appendix 2: CCPA

In consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree to that all of the provisions of the Annex 5 shall apply to the "Personal Information" (as defined in the CCPA), processed by Processor on behalf of Controller (hereinafter "Client Personal Information").

Processor agrees that it will not:
a.   collect, share, retain, or use any Client Personal Information except as necessary to perform services for Controller;
b.   receive any Client Personal Information as consideration for any services or other items that Processor provides to Controller, and shall not have, derive or exercise any rights or benefits regarding Client Personal Information;
c.   sell any Client Personal Information, as the term "sell" is defined in the CCPA.

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