

Workai – Data Processing Agreement

Last updated: January 2023 [1.3]

By registering for the Workai platform, you agree to be bound by this Data Processing Agreement. The Agreement is between you either as a Client (“The Controller”) and Elastic Cloud Solutions with its principal office: Zurawia 71, 15-540 Bialystok, Poland (“The Processor”) (together, the “Parties”, and each a “Party”).

Elastic Cloud Solutions reserves the right to update and change the Data Processing Agreement. If a significant change is made, we will notify you thereof by email in advance (reasonable time before entering into force of such a change). Apart from that, you are also advised to check the Data Processing Agreement from time to time for any updates or changes that may impact you. If you do not agree to, or cannot comply with, the modified Data Processing Agreement, you must terminate Main Agreement and stop using the Workai platform. Your continued use of the Workai platform after elapse of termination period constitutes your binding acceptance of such changes.

1. CONTENTS OF AGREEMENT

- 1.1 The Entrustment agreement is commenced in relations to the **Workai Terms of Use („Main Agreement“)**. The personal data shall be processed pursuant to the Regulation (UE) 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) („**Regulation“**).
- 1.2 On the basis of the Entrustment Agreement, the Controller entrusts the Processor with personal data for processing as specified in Annex A of the entrusted Agreement („**Personal Data“**).
- 1.3 The Processor processes Personal Data only for the purpose of implementing the Main Agreement and to the extent that is necessary for its implementation and only for the duration of the agreement.
- 1.4 The Processor is obliged to process Personal Data in accordance with the Regulation and other provisions of generally applicable laws, the Entrustment Agreement, and the Main Agreement.

2. RESPONSIBILITIES OF PARTIES

- 2.1 The Processor undertakes to:
 - 2.1.1 use all technical and organisational measures ensuring a level of security corresponding to the risks related to the processing of personal data in compliance with Article 32 of the Regulation;
 - 2.1.2 assisting the Controller in fulfilling the obligations set out in art. 32-36 of the Regulation, taking into account the nature of the processing and information available to the Processor;
 - 2.1.3 processing of Personal Data only upon receiving a documented request for the Controller, unless such an obligation is imposed by an applicable national or EU law; in this case, before the processing begins, the Processor must inform the Controller about this legal obligation, unless the law prohibits the provision of such information due to an important public interest;
 - 2.1.4 take into account the nature of the processing and the information available to the Processor, to assist the Controller in fulfilling the obligation to respond to the requests of the data subjects and to fulfil the obligations set out in Articles 32-36 of the Regulation;
 - 2.1.5 ensuring that persons authorised on the basis of authorisation to process Personal Data are involved in the processing and that they undertake secrecy, unless they are persons obliged to maintain secrecy under the Act;
 - 2.1.6 after the end of the Entrustment Agreement, depending on the arrangement with the Controller, deletion or return of Personal Data and removal of their copies, unless the provisions of mandatory law provide otherwise.
- 2.2 The Processor may entrust further processing of Personal Data covered by this Agreement to subcontractors , as listed in Annex B to the Agreement. The Processor will inform the Controller of any intended change in the list of subcontractors in the manner adopted for communication (electronically) in accordance with the Agreement. The Controller has the option to object to such change within 7 days.

- 2.3 The Processor ensures that it will only use the subcontractors that provide sufficient guarantees for the implementation of appropriate technical and organisation measures so that the processing meets the requirements of the Regulation and protects the rights of data subjects. The Processor is obliged to ensure that subcontractors are subject to at least the same safeguards and obligations as those imposed upon the Data Processor in the Entrustment Agreement. The Controller acknowledges that the lack of content to a change on the list of further subcontractors may result in the inability to further perform the Entrustment Agreement by the Processor, of which the Processor will inform the Controller immediately.
- 2.4 The Processor will provide the Controller with the information necessary to perform duties related to entrusting the processing of Personal Data. The Processor will enable the Controller to carry out audits, including inspections, in the scope of entrusting the processing of Personal Data and will ensure cooperation in this regard. The costs of the audit are borne by each of the Parties on their own, regardless of its result.
- 2.5 The Processor is entitled to authorise persons acting on his behalf, including subcontractors, to process Personal Data on behalf of the Controller , including the issuing of instructions regarding the processing of Personal Data to these entities on behalf of the Controller.
- 2.6 The Processor is obliged, in no later than 2 days, to notify the Controller of any contact with the Police or Prosecutor, as well as public administration offices, especially authorities involved in matters of personal data protection, concerned with matters related to the implementation of the Entrustment Agreement.

3. DATA TRANSFER

The transfer of the entrusted data to a third country may only take place upon written request of the Controller, unless such obligation is imposed on the Processor by EU law or by the law of the country the Processor is subject to. In such case, prior to such processing, the Processor shall inform the Controller of this legal obligation, unless such information is prohibited by that law for reasons of important public interest.

4. RESPONSIBILITIES

- 4.1 Notwithstanding the provisions of the main agreement, the Processor's liability in connection with the processing of Personal Data on the basis of the Entrustment Agreement is subject to general rules, unless mandatory provisions of law indicate otherwise.
- 4.2 The Processor shall be liable for any personal data processing that constitutes a breach of this Agreement, in particular for the provision of personal data entrusted for processing to unauthorized persons or entities.

5. CONFIDENTIALTY PRINCIPLES

- 5.1 The Processor undertakes to keep confidential all information, data, materials, documents, and personal data received from the Controller and from persons cooperating with the Controller, as well as data obtained any other way, intended or otherwise in oral, written, or electronic form („**Confidential Data“**).
- 5.2 The Processor declares that in accordance with keeping Confidential Data confidential, they will not be used, disclosed, or made available without

the written consent of the Controller for any purpose other than for the fulfilment of the Agreement, unless otherwise provided for in the Agreement in relation to applicable law.

6. FINAL PROVISIONS

- 6.1 The Entrustment Agreement takes place for the duration of the Main Agreement.
- 6.2 All capitalised terms that are not defined in the Entrustment Agreement have the meaning assigned to them in the Main Agreement.
- 6.3 Any disputes related to the Entrustment Agreement will be settled by a common court with jurisdiction in accordance with the Main Agreement.

6.4 This Agreement has been drawn up in duplicates, one for each of the Parties.

6.5 The Entrustment Agreement shall enter into effect on the date of its signing by the Parties.

6.6 The Entrustment Agreement shall revoke and replace any existing entrustment agreements previously concluded by the Parties.

6.7 The appendices to the Entrustment Agreement constitute an integral part of the agreement:

6.7.1 Annex A – Scope of entrusting personal data,

6.7.2 Annex B – List of subcontractors

ANNEX A

SCOPE OF PERSONAL DATA PROCESSING

Nature and purpose of data processing:	Implementation of the Main Agreement and maintenance of the Workai platform
The method of processing personal data:	collecting, recording, structuring, organising, storing, adapting or alterationing, downloading, viewing, using, disclosing by transmission, dissemination or otherwise making available, alignmenting or combining with other, limiting, deleting or destructioning
Categories of persons mentioned in personal data:	Employees and associates (civil law) of the Controller
Data range:	<ol style="list-style-type: none"> 1) <i>Name and Surname</i> 2) <i>ID</i> 3) <i>Login</i> 4) <i>Email address</i> 5) <i>Position</i> 6) <i>Departament</i> 7) <i>Supervisor/Manager</i> 8) <i>Company Name</i> 9) <i>Address</i> 10) <i>City</i> 11) <i>Province/State</i> 12) <i>Postal Code</i> 13) <i>Country</i> 14) <i>Telephone Number</i> 15) <i>Office Phone Number</i> 16) <i>Room Number</i> 17) <i>Education</i> 18) <i>Certificates obtained</i> 19) <i>Interests</i> 20) <i>Professional Experience</i>
Processing area	EOG

ANNEX B

LIST OF SUBCONTRACTORS

Name/Company/Name and surname	HQ Address/Residential Address	PESEL/KRS/REGON/NIP	Processing area
Microsoft Polska Sp. z o.o.	al. Jerozolimskie 195A, 02-222 Warszawa	NIP: 5270103391, KRS: 0000056838	EOG