

Processing of personal Data (Contractor)

DATA PROTECTION CLAUSE

to the Agreement on the Provision of Operating Support Services between Contractor Supplier and UBS Business Solutions Poland Sp. z o.o ("Agreement")

1. Subject of this Annex

1.1. During the provision of services agreed upon in the Agreement UBS Business Solutions Poland will process the Personal Data of Contractor Suppliers Staff. This data shall be processed by UBS acting as a data processor, within the scope of data transferred by The Contractor Supplier.

1.2. The subject of this Clause is an authorization of UBS by the Contractor Supplier to process personal data of Staff, defined in the art. 4.1 of this Annex

2. Declarations of the Parties

2.1. Due to provision of services by the Contractor Supplier to UBS, in order to execute the Agreement, personal data of Contractor Suppliers Staff may be transferred to UBS, to be processed by UBS on behalf of the Contractor Supplier.

2.2. The Contractor Supplier hereby declares that:

- It is the data controller for Staff (Employees) Data. which includes data such as name, surname, date of birth, data on employment, professional profile, specific professional qualifications
- Personal data listed here above has been collected or will be collected in accordance with the appropriate, commonly applicable provisions of law and the Contractor Supplier may authorize another entity to process it.

2.3. UBS proclaims and assures that it will ensure guarantees of introduction of sufficient organizational and technical measures so that the processing of personal data is in accordance with all legal requirements and protects the rights of the data subjects

3. The subject and period of processing

3.1. Based on this contract, the Contractor Supplier authorizes UBS to process personal data, including: name and surname of the employee, address, data on employment, professional profile, specific professional qualifications, details and description of performed job, type of employment, workload, expected period of assignment, remuneration, personal leaves and holidays, category of employee,

3.2. UBS commits to process personal data in a manner which will ensure an adequate level of security, appropriate to the risk associated with processing of personal data, and, among others, commits to ensure:

- pseudonimization and encoding of personal data
- capability to ensure a continuous secrecy, integrity, availability and protection of systems used for processing
- capability to swiftly restore the accessibility of the personal data and access to it in case of any physical or technical incident
- Regular testing, measuring and assessment of the effectiveness of technical and organizational measures which are to ensure the security of processing

3.3. UBS commits to ensure due diligence in processing personal data

3.4. UBS commits to process the personal data transferred under art. 4.1 only for the purposes of receiving the services detailed in the Agreement

3.5. None of the Parties shall receive additional remuneration due to the processing of personal data

3.6. This contract is concluded for the period of duration of the Agreement

3.7. After a termination or expiration of this contract of authorization, UBS shall return to the Contractor Supplier all personal data it was authorized to process and destroy all copies which and destroy all copies in which the data was fixed, unless the law of the European Union or the law of a member country demand that the data is retained

3.8. Return described above, shall occur on the basis of a protocol of return agreed upon by the parties (in two copies, one for each party), signed by their empowered representatives

4. Character and purpose of processing, rights and obligations of the data controller

4.1. The Contractor Supplier undertakes to utilize transferred personal data for the purposes, in the scope and on principles determined within this contract and commonly applicable acts of law

4.2. The transferred personal data shall be processed in a continuous manner, through the entire period of performance of services by Contractor Supplier's Staff

4.3. Personal Data mentioned in this Annex shall be treated as confidential information. Persons authorized by UBS to access and to process personal of Contractor Supplier's Staff data will be obliged to keep the transferred data secrecy, both during their employment in the UBS and after the termination or expiration of their employment

4.4. UBS commits to aid the Contractor Supplier in performance of the duty to reply to demands of the data subject, concerning their rights according to commonly applicable law

4.5. During the period of processing of personal data the parties shall cooperate in the process of processing transferred personal data, including informing each other on all circumstance which affect or may affect the performance of their duties and the UBS shall follow any instructions or recommendations of the Contractor Supplier concerning transferred personal data

4.6. UBS commits to utilize technical and organizational measures meant to ensure sufficient, adequate to risks and categories of personal data safeguarding them, so that the level of security is adequate to the risk of infringement of rights and freedoms of a physical person

4.7. UBS commits to keep confidential any information concerning the authorization to process personal data and the transferred personal data, throughout their processing as well as indefinitely after the end of processing

4.8. UBS is responsible for any disclosure or utilization of personal data not in accordance with this agreement, and particularly for disclosure of personal data it was authorized to process to unauthorized parties.

4.9. UBS commits to notify the Contractor Supplier without delay after receiving appropriate information on the matter, on

- Any control of compliance of data processing operation with the provisions on the protection of personal data undertaken by the National Supervisory Authority
- Any administrative decisions issued by the National Supervisory Authority and the complaints considered concerning the performance by them of obligations from applicable law concerning the transferred personal data
- Other activities of national authorities concerning the transferred personal data
- Other events which have impact on the processing of the transferred personal data, particularly of all case of breach of transferred personal data secrecy.

4.10 UBS after determining that the personal data protection was breached in relation to Contractor Supplier's Staff shall, without delay but no later than within 48 hours since the incident has been determined, notify the data controller of such a breach,

4.11 In the situation mentioned above the scope of information, which the Contractor Supplier should receive should include:

- Date and time of the breach (if it is known; otherwise it should be determined approximately)

- Description of the type of breach and associated circumstances (including what the breach entailed, the place where the breach physically occurred, indication of the data carriers in which the data that were the subject of breach)
- The character and content of personal data affected by the breach
- Number of persons affected by the breach
- Description of potential consequences and unfavourable results of the breach of personal data for data subjects
- Description of technical and organizational measures which were or will be introduced in order to mitigate the potential results of the breach of personal data
- Contact data to a person who may provide additional information on the breach

4.12 Contractor Supplier has the right to conduct a control, by the means of asking questions through remote means of communication as to the manner in which UBS protects personal data it was authorized with.

4.13 UBS shall answer such in a manner in which it will disclose information on solutions adopted, as far as such data is not deemed to be confidential.

5. Final provisions

5.1. The Contractor Supplier permits UBS to transfer the data of Contractor Supplier's Staff to following recipients

5.1.1. Other entities of UBS Group, understood as UBS AG and its Affiliates

5.1.2. Beeline.com Inc. with the primary data center being located in Jacksonville, Florida, USA

5.1.3. Service providers on behalf of UBS in line with the Vetting Specifications

5.2. Entities listed in point 5.1 above provide the same guarantees and obligations as UBS. Entities located in third countries have signed a contract including the European Commission Model Clauses

5.3. UBS may further authorize another subsequent entity, beyond those listed in paragraph 5.1 above, to process personal data covered by this contract only if a consent is given in writing by the Contractor Supplier

5.4. Any subsequent transfer of the personal data to a third country may occur only under an instruction in writing by Contractor Supplier, unless such an obligation is imposed on UBS by law of the European Union or of a member state, applicable to UBS.



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5.5. Entity to which the data was transferred for subsequent process shall provide the same guarantees and obligations as UBS

5.6. In all matters not regulated in this contract the provisions of the Agreement and of relevant acts of law shall be appropriately applicable.

In the name of the UBS

In the name of the Contractor Supplier
