Schedule No. 2 to the Master Subscription Agreement

Framework personal data processing agreement

The hereby agreement is applicable to Orders for the implementation of which it is necessary to entrust the processing of personal data by the Client to Screen Studio.

Concluded by and between:

The "**Controller**" – the "**Client**", as described in the Master Subscription Agreement

and

The "**Processor**" - "**Screen Studio**", as described in the Master Subscription Agreement

hereinafter referred to as **Parties**

The Parties conclude this Framework personal data processing agreement in connection with the MSA, the subject of which is the subscription for usage of the Product specified in a certain Order, for the performance of which it may be necessary to entrust the processing of personal data. The purpose of this personal data processing agreement is to ensure that the Parties comply with Art. 28 sec. 3 and 4 of the GDPR and other provisions on the protection of personal data.

1. **Definitions**

    a. If the terms defined in the GDPR are used in this Data Processing Agreement, these terms have the same meaning as in the Regulation.

    b. The terms used in the hereby personal data processing agreement have the following meaning:

2. **Main Agreement –** Master Subscription Agreement concluded between the Client and Screen Studio, for which the hereby agreement constitutes its integral part.

3. **Controller –** Client as defined in the Main Agreement.

4. **Processor –** Screen Studio as defined in the Main Agreement.

5. **Data Processing Agreement –** hereby framework personal data processing agreement which constitutes an integral part of the Main Agreement, applicable to an Order, in which the Client entrust Screen Studio the processing of personal data. Whenever there is a reference to the data processing agreement it should also be understood as the provisions on data processing contained in an Order.

6. **Personal data** – personal data in the meaning of art. 4 point 1 of the GDPR, which the Client entrusts Screen Studio for processing in connection with the execution of the Order, as indicated in its content.

7. **Order –** execution agreement to the Main Agreement, indicating specific Services provided by Screen Studio to the Client, to realization of which the personal data processing is necessary.

8. **GDPR (Regulation) -** 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 (General Data Protection Regulation).

9. The capitalized terms used in this data processing agreement, which are not defined in point 1.2, should be understood in accordance with the meaning given in the Main Agreement.

10. **Scope of application**

    a. The data processing agreement is of a framework nature and applies to entrusting the processing of personal data in connection with the implementation by Screen Studio of the Order agreed by the Parties, if the performance of the Order requires entrusting the processing of personal data.

    b. The data processing agreement, together with the provisions of the Order relating to data processing, defines the conditions under which Screen Studio will process the Client's personal data.

    c. The provisions of the data processing agreement are without prejudice to the obligations to which the Controller is subject under the Regulation.

d. The provisions of the data processing agreement do not by themselves ensure the fulfillment of obligations related to international data transfers in accordance with Chapter V of the Regulation.

e. The provisions of the data processing agreement should be read and interpreted in relation to the provisions of the Regulation. The provisions of the Processing Agreement shall not be interpreted in a manner inconsistent with the rights and obligations provided for in the Regulation, or in a manner that violates the fundamental rights or freedoms of data subjects.

f. In the event of inconsistencies between the data processing agreement and the provisions of other agreements, in particular the Main Agreement, the provisions of the data processing agreement shall prevail.

g. In the event of inconsistencies between the processing agreement and the Order, the provisions of the Order relating to entrusting processing shall prevail in the scope relating to data processing.

h. The data processing agreement, to the extent regulated therein, supersedes all previous provisions and arrangements regarding data processing by Screen Studio on behalf of the Client, and its provisions apply to all entrustment processes that will take place during its term.

11. **Object and scope of data processing**

a. The Client entrusts Screen Studio the processing of personal data in accordance with art. 28 GDPR on the terms provided for in the data processing agreement and the Order.

b. The Client declares that, in the meaning of the GDPR, he is the Controller of personal data and that he is entitled to entrust the processing of personal data to Screen Studio and guarantees that they are processed in accordance with law, in particular that they have been obtained in accordance with the provisions of the Regulation.

c. The subject and purpose of entrustment, duration of entrustment, list of operations that are the subject of entrustment, categories of persons to whom the entrustment relates, the type of entrusted data, the Parties

indicate in an Order, in the course of which the processing of personal data will be entrusted.

d. The processing entrusted to Screen Studio is continuous and fully or partially automated using the Client's IT systems or Screen Studio, unless otherwise agreed.

e. The data processing rules included in an Order may be agreed or changed in a documentary form.

f. If the data processing is not initially entrusted during the execution of a given Order, and then such entrustment actually arises, the Parties undertake to complete and agree on the Order in this respect and to apply it from the date on which the processing actually began.

g. Screen Studio may process personal data entrusted to it for processing by the Client for the purpose of the performance of the Main Agreement and the Order and to the extent necessary for those purposes.

h. The Client declares that the data entrusted for processing will be limited to the minimum in accordance with the principle of minimizing the processing of personal data set out in the GDPR, and therefore will be subject to selection by the Client if possible.

12. **International data transfers**

a. Screen Studio may cooperate with service providers from outside the EEA, which have not been recognized by the European Commission as ensuring an adequate level of personal data protection. The transfer of personal data to the above-mentioned entities is carried out on the basis of standard data protection clauses adopted by the European Commission, which are subject to appropriate safeguards in the field of protection of privacy and the rights and freedoms of the persons they concern.

b. If, in accordance with point 4.1 of the data processing agreement, Screen Studio intends to use the services of a sub-processor to carry out certain processing activities (on behalf of the Client) that involve the transfer of personal data within the meaning of Chapter V of the Regulation, the Client agrees that these entities may ensure compliance with Chapter V of the Regulation by means of standard contractual clauses adopted by the

Commission pursuant to Art. 46 sec. 2 of the Regulation, provided that the conditions for the application of these standard contractual clauses are met. The conclusion of relevant contracts will be possible in a documentary form.

13. **Instructions**

   a. Within the meaning of the provisions on the protection of personal data, the Client remains the sole Controller of personal data, deciding on the purposes and methods of data processing. The Client is responsible for ensuring the legality of the processing of personal data that is the subject of entrustment and the protection of the rights of data subjects.

   b. Screen Studio processes personal data only for the purpose specified in the Order and in accordance with the Main Agreement, the guidelines and instructions provided by the Client and the provisions of the data processing agreement.

   c. Screen Studio processes personal data only on the basis of the documented instructions of the Client, unless such obligation is imposed by European Union law or the law of a Member State to which Screen Studio is subject. In such event, Screen Studio informs the Client of such legal obligation prior to the commencement of processing, unless such information is prohibited by law for reasons of important public interest. The Client may issue further instructions throughout the entire period of personal data processing.

   d. Client's instructions, as a rule, require a written or documentary form. The Client may also issue instructions verbally or by telephone, provided that they are immediately confirmed by Screen Studio in writing or in a documentary form.

   e. Screen Studio shall immediately notify the Client if, in Screen Studio's opinion, an instruction issued by the Client violates the Regulation or applicable EU or Member State legislation and requests the Client to withdraw, amend or confirm and clarify the disputed instruction. Pending the Client's decision, Screen Studio is entitled to suspend the execution of the disputed instruction. In the event that the execution of the Client's instruction, despite providing explanations, would lead to a breach of

generally applicable provisions of European Union or Member State law, Screen Studio is entitled to refrain from implementing this instruction.

f. The instruction should not only comply with the regulations, but also comply with the agreements of the Parties regarding the scope of the Services provided, the provisions of the Main Agreement and the Order. Any instruction that goes beyond the instructions set out in the first sentence above, if their implementation results in additional costs for Screen Studio, can be performed only after the Client accepts the costs of implementing the instruction presented by Screen Studio.

g. The persons authorized to issue and receive instructions and all other information referred to in the Data processing agreement are the contact persons for the performance of the Order indicated in its content, as well as the contact persons for personal data indicated in point 13 of the Data processing agreement, unless that the Parties have agreed otherwise. In the event of a change or long-term absence of the designated person, the other party should be informed immediately of such a change in documentary form, and the change in this respect does not constitute a change to the Data processing agreement.

14. **Security of the processing**

a. Screen Studio undertakes to process the personal data entrusted to it at the request of the Client in accordance with the Data processing agreement, the Regulation and other generally applicable provisions of law that protect the rights of data subjects, in particular Screen Studio declares that it applies appropriate technical and organizational security measures, so that the processing meets the requirements of the Regulation and protects the rights of data subjects.

b. Screen Studio undertakes, when processing personal data entrusted to him by the Client, to protect them (in particular against accidental or unlawful destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data transmitted, stored or otherwise processed) by taking technical and organizational security measures ensuring an appropriate level of security, i.e. corresponding to the risk in accordance with Art. 32 of the Regulation. In particular, these measures

include the implementation and application by Screen Studio of relevant personal data protection policies / procedures.

c. The processing of Special Category Data does not take place under this data processing agreement. However, if in the course of cooperation, the Parties jointly decide to entrust the processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health, sexuality or a person's sexual orientation, data on criminal convictions and offenses ("sensitive data"), or if the Client decides that Screen Studio will be required to apply specific restrictions or additional safeguards, Screen Studio undertakes to apply the specific restrictions or additional safeguards as indicated in Order.

d. Screen Studio grants its staff members access to the personal data being processed only to the extent strictly necessary for the performance, management and monitoring of the Main Agreement. Screen Studio ensures that persons authorized to process the personal data have committed themselves to confidentiality or are subject to an appropriate statutory obligation of confidentiality.

e. All information obtained in connection with the performance of the Main Agreement, in particular information on the methods of securing data by the Parties, should be kept secret, also after the expiry of the data processing agreement.

15. **The right to control**

a. Screen Studio provides Client with all information necessary to demonstrate compliance with the obligations set out in the data processing agreement and contained directly in the Regulation, and provides answers to Client's inquiries immediately, i.e. within no more than 7 working days.

b. The Client has the right to control the compliance of the processing of personal data by Screen Studio with the provisions of the processing agreement and the Regulation ("Audit"). The audit may also take place through an independent auditor authorized by the Client. Upon the start of

the Audit, the Client or an auditor authorized by him shall be required to sign a company secret and confidentiality agreement in regards to personal data and the methods of securing them.

c. The Client undertakes that no entity that conducts activities directly or indirectly competitive to those carried out by Screen Studio shall be appointed as an authorized auditor. Competitive activity is understood as any activity, whether paid for or free of charge, in the country or abroad, regardless of the legal form, which is carried out in the same or similar subject scope and addressed to the same public or overlapping - at least partially - with the scope of activity which may be considered either primary or secondary for Screen Studio or entities from the Screen Studio group. In order to assess whether a given entity is competitive, not only the object of activity in regards to the Agreement is considered, but also the object of activity actually performed by this entity shall be taken into account. If the Audit is commissioned to be performed by competitors to Screen Studio, Screen Studio is entitled to refuse to conduct the Audit until another entity is appointed to perform the Audit on behalf of the Client or until further procedure is agreed between the Contractor and the Client.

d. The Audit is subject to the following conditions:

16. It may only relate to personal data entrusted to processing by Screen Studio on the basis of a Processing Agreement and will be limited to Screen Studio's premises and personal data processing facilities and personnel involved in processing activities covered by the Processing Agreement;

17. It will be carried out efficiently and as quickly as possible, no longer than 2 working days;

18. It shall take place no more than once a year, unless the Audit is required by law or by the competent supervisory authority, or takes place immediately after finding a material breach of personal data processed under the Processing Agreement,

19. It may be performed during Screen Studio normal working hours in a manner which does not interfere with Screen Studio's business activities and in accordance with Screen Studio security policies;

20. The Client shall notify Screen Studio of its intention to conduct the Audit by electronic means or by letter at least 10 working days prior to the scheduled date of the Audit, stating the planned scope of the Audit, duration and the name of the auditor. In the event of the inability to conduct the Audit in the scheduled time or other unexpected obstacles beyond Screen Studio's control, Screen Studio will notify the Client of such circumstances and propose a new date for the Audit, however not later than within 7 working days from the date indicated by the Client;

21. The Audit must not aim at or lead to the disclosure of legally protected secrets (including Screen Studio trade secrets);

22. The Client is required to create an Audit report summarizing the findings of this Audit. The report will be provided to Screen Studio and will constitute Screen Studio confidential information that may not be disclosed to third parties without Screen Studio's consent, unless required by applicable law. The report will contain the conclusions of the Audit and the scope of possible changes to the processing of personal data by Screen Studio agreed by the Parties.

23. If Screen Studio has the certification referred to in Art. 42 GDPR or the application of the code of conduct referred to in Art. 40 GDPR, the Client's control rights can also be exercised by reference by Screen Studio to the results of monitoring the certification rules or the code of conduct. In such a case, the Audit will only cover matters that cannot be adequately clarified by the presentation of such results by Screen Studio.

24. **Using the services of sub-processors**

    a. If Screen Studio uses a sub-processor to conduct certain processing activities (on behalf of the Client), it does so through an agreement that imposes on the sub-processor essentially the same data protection obligations as the obligations imposed on Screen Studio data pursuant to the Data Processing Agreement. Screen Studio ensures that the sub-processor complies with the obligations to which Screen Studio is subject under the Processing Agreement and the Regulation.

    b. Screen Studio will provide the Client with a copy of the contract it has concluded with the sub-processor upon request of the Client and, if

changes are made, will provide the Client with an updated version. To the extent necessary to protect a business secret or other confidential information, including personal data, Screen Studio may conceal the text of the contract confidential prior to disclosure.

c. Screen Studio remains fully liable to the Client for the performance of the obligations of the sub-processor pursuant to its contract with the sub-processor. Screen Studio will notify the Client of any breach by a sub-processor of its contractual obligations.

25. **Assistance for the Controller**

a. Screen Studio shall immediately notify the Client of: any request to disclose personal data to the competent public authority, unless he is prohibited by law to provide such information, any request received from the data subject, while refraining from responding to the request, unless the Client has agreed that Screen Studio shall respond to such request.

b. Screen Studio assists the Client in fulfilling its obligations to respond to requests from data subjects for the exercise of their rights, taking into account the nature of the processing.

c. Screen Studio further assists the Client in ensuring that the following obligations are met, taking into account the nature of the data processing and the information that Screen Studio has at its disposal:

26. the obligation to carry out an assessment of the impact of planned processing operations on the protection of personal data ("data protection impact assessment") if the type of processing is likely to result in a high risk of violating the rights and freedoms of natural persons;

27. the obligation to consult the competent supervisory authority (s) before starting the processing, if the data protection impact assessment shows that the processing would pose a high risk if the Controller did not take measures to limit it;

28. an obligation to ensure that personal data is correct and up-to-date by informing the Client immediately if Screen Studio determines that the personal data processed by it are incorrect or outdated;

29. the obligations set out in Art. 32 of the Regulation.

30. Screen Studio shall promptly inform the Client of any planned administrative or data protection audit and of any administrative or judicial decision relating to the processing of personal data entrusted him by the Client.

31. **Violations of personal data protection**

   a. In the event of a breach of personal data protection, Screen Studio cooperates with the Client and helps him to fulfill his obligations under Art. 33 and 34 of the Regulation, taking into account the nature of the processing and information available to Screen Studio.

   b. Screen Studio informs the Client of a suspected breach or breach of personal data protection within the time limit indicated in the Order, and in the absence thereof, immediately after it is discovered.

   c. Screen Studio is obliged to immediately take the necessary and appropriate measures to remedy the breach and minimize its possible negative consequences.

   d. All information regarding the breach of personal data protection should be provided to the person indicated in point 13 of the Processing Agreement.

   e. Screen Studio obligation referred to in clause 10.2. above is not and will not be interpreted as confirmation by Screen Studio towards data subjects of the occurrence of a personal data breach.

   f. In the event of a breach of personal data protection regarding data processed by the Client, Screen Studio supports the Client:

32. with reporting a breach of personal data protection to the competent supervisory authority (ies) immediately after the Client becomes aware of the breach, where applicable / (unless it is unlikely that the breach will result in the risk of violating the rights or freedoms of natural persons);

33. with obtaining information that pursuant to Art. 33 paragraph 3 of the Regulations which should be included in the notification;

34. with filling, in accordance with Art. 34 of the Regulation, the obligation to notify the data subject without undue delay of a breach of personal data protection, if a breach of this kind may result in a high risk of violation of the rights and freedoms of natural persons.

35. In the event of a breach of personal data protection relating to data processed by Screen Studio Screen Studio reports the breach to the Client immediately after becoming aware of the breach. This notification should contain, if possible, at least:

36. a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data entries affected by the breach);

37. the details of the contact point where more information about the personal data breach can be obtained;

38. an indication of the likely consequences of the breach and the measures that have been or are to be introduced to remedy the breach, including minimizing its possible negative effects.

39. **Liability**

   a. Screen Studio liability rules provided for in point 10.2 of the Main Agreement also apply to Screen Studio's liability for the proper processing of personal data as part of entrusting data processing.

   b. Screen Studio shall not be liable for damages sustained by the Client, including administrative fines or damages to third parties imposed on the Client, for damages resulting from an act or omission of Screen Studio, upon Client's instruction, as long as Screen Studio cannot be attributed to intentional fault. In the event of no willful misconduct, the Client is obliged to unconditionally indemnify Screen Studio against all claims made by entities whose personal data is processed by Screen Studio on the basis of the data processing agreement. In the event of legal, judicial or administrative proceedings being instituted against Screen Studio, the Client is obliged, at the request of Screen Studio, to join such proceedings as a party and assume responsibility for the claim.

   c. Screen Studio is not liable for improper performance or non-performance of the data processing agreement due to force majeure.

40. **Duration and termination of the data processing agreement**

   a. The data processing agreement is concluded for the duration of the Main Agreement.

b. The expiry of the Order results in the termination of the processing agreement in relation to the Service performed on the terms specified in the Order. Unauthorized termination or termination of the processing agreement is excluded.

c. In the event that Order is terminated, Screen Studio will, as stated by the Client, delete the personal data (by deleting all existing copies of the personal data) or return them to the Client, unless Screen Studio has the right to further process the personal data on an independent legal basis for a longer period. If Screen Studio does not receive the declaration referred to in the preceding sentence, in writing or in a documentary form, within 30 days from the date of expiry of the Order, it is considered that the Client requests the deletion of the personal data entrusted to him.

d. Screen Studio has the right to terminate the Order to the extent that it relates to the processing of personal data in accordance with the processing agreement, if, after notifying the Client that his instruction violates the applicable legal requirements in accordance with section 5.5., the Client insists on the implementation of following the instruction.

41. **Final provisions**

a. The data processing agreement is governed by Polish law.

b. The parties agree that, subject to the exception provided for in point 5.6. of data processing agreement, Screen Studio's remuneration for activities performed under the data processing agreement is included in the remuneration due for the provision of the Service to the Client.

c. Any changes to the data processing agreement require a documentary form, otherwise null and void.

d. In matters not covered by the data processing agreement, the provisions of the GDPR, the Civil Code and other generally applicable provisions of law shall apply.

e. Inefficiency, invalidity or inability to perform individual provisions of the data processing agreement does not affect the effectiveness of the remaining provisions. The parties undertake to replace the ineffective,

invalid or unenforceable provision with an effective and enforceable provision as close as possible to the originally intended purpose.

f. Disputes arising from the data processing agreement will be settled by the competent court as agreed by the parties in the Main Agreement.

g. The contract was drawn up in two identical counterparts, one for each party.