
**ANNEX NO. 1 TO THE TERMS
PERSONAL DATA PROCESSING AGREEMENT**

1. GENERAL PROVISIONS

- 1.1. Whenever the following expressions in this Data Processing Agreement are capitalised, they have the meaning set out below.

Personal Data or Data	means personal data as defined in Article 4(1) of the GDPR
Controller	means the Client within the meaning of the Terms – the entity placing the Order, for the benefit of which the Services are provided
Party	means the Processor or the Controller individually; accordingly, the term „ Parties ” means the Controller and the Processor collectively
Breach	means a personal data breach as defined in Article 4(12) of the GDPR
Data Processing Agreement	means this data processing agreement
Processor	means SUNBAY spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at the address: Aleja „Solidarności” 68/121, 00-240 Warsaw, entered in the register of entrepreneurs of the National Court Register under KRS number: 0001162418, holding NIP: 5253039578 and REGON: 541206808, and share capital in the amount of PLN 5,100.00, whose registration files are kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register

- 1.2. Whenever the Data Processing Agreement refers to terms defined in the Terms, they shall be understood in accordance with the definition adopted in the Terms.
- 1.3. Unless the provisions of this Data Processing Agreement provide otherwise, whether directly or indirectly, definitions that refer to a term in the plural also refer to that term in the singular, and vice versa.
- 1.4. In the event of any conflict, inconsistency, or discrepancy between the Data Processing Agreement and the Terms, the provisions contained in the Data Processing Agreement shall prevail.

2. ENTRUSTMENT OF PERSONAL DATA

- 2.1. The Controller entrusts to the Processor the Personal Data indicated in Annex No. 1 to the Data Processing Agreement, for processing on the terms and for the purpose set out in the Data Processing Agreement. The purpose and scope of the entrustment of personal data processing is limited to the tasks and activities necessary to perform the Agreement. The Data Processing Agreement does not cover the Processor’s processing of data concerning payments to the extent necessary to calculate, settle, and pursue the Fees; in this respect, the Processor acts as a separate controller.
- 2.2. The processing of personal data will take place in accordance with the rules set out in the Agreement and the GDPR.
- 2.3. The Processor undertakes to process personal data solely on the documented instruction of the Controller, unless such an obligation is imposed on it by applicable national or Union law; in that case, before commencing processing, the Processor informs the Controller of that legal obligation, whereby the provisions of the Agreement and the Main Agreement are deemed to constitute such a documented instruction.

- 2.4. The Processor is not entitled to additional remuneration for performing the activities set out in the Agreement, beyond the remuneration arising from the Main Agreement, unless the Agreement or the Data Processing Agreement expressly provides otherwise.
- 2.5. The processing of personal data will be carried out for the term of the Agreement. If the Parties are bound by several Agreements connected with the entrustment of personal data processing, the processing period continues until the expiry of the last of them.
- 2.6. The Processor represents that it provides sufficient guarantees to implement appropriate technical and organisational measures ensuring an appropriate degree of security corresponding to the risk associated with the processing of the Personal Data, so that the processing meets the requirements of the GDPR and effectively protects the rights of the data subjects.
- 2.7. The Controller represents that it is entitled to process the Personal Data to the extent that it entrusts it for processing to the Processor, including, in particular, that it has completed all activities required by the GDPR and other applicable provisions of law, and that it has an appropriate legal basis for their processing.

3. SCOPE AND PURPOSE OF THE ENTRUSTMENT

- 3.1. The entrusted personal data will, as a rule, be processed in the Processor's IT systems, and in paper form only where this proves necessary to perform the Agreement.
- 3.2. The processing of the entrusted personal data is of a continuous nature.
- 3.3. The Processor represents that the personal data will be processed solely within the European Economic Area, unless the Data Processing Agreement expressly indicates otherwise. In the event of a planned transfer of personal data outside the European Economic Area, the Processor will promptly inform the Controller of this fact, so that the Controller may decide whether to commence the processing of the data and in order to agree on the measures necessary to ensure the compliance of the personal data processing with the relevant provisions of law, or to terminate the processing of the personal data.

4. OBLIGATIONS OF THE PROCESSOR

- 4.1. The Processor undertakes to exercise due diligence in processing the entrusted Personal Data.
- 4.2. The Processor is responsible for the actions of its employees and other persons by means of whom it processes the entrusted Personal Data, as for its own acts and omissions.
- 4.3. The Processor undertakes to grant authorisations to process Personal Data to all persons who will process the Data entrusted to it in order to perform this Data Processing Agreement, and to train them in the field of Data protection. It also ensures that the persons authorised by it to process will be obliged to keep the processed Personal Data secret, unless they are persons obliged to maintain secrecy on the basis of applicable law.
- 4.4. Upon the conclusion of the provision of the Services connected with the processing of the Data entrusted to it, the Processor, at the Controller's decision, returns the Personal Data to the Controller and deletes all existing copies thereof, or sends confirmation of their destruction in electronic form, unless Union law or the law of a Member State requires the storage of the Personal Data.
- 4.5. The Processor is obliged to apply all technical and organisational measures securing the Personal Data that are adequate to the level of risk, on the terms set out in Article 32 of the GDPR.

- 4.6. As far as possible, the Processor assists the Controller, to the extent necessary, in fulfilling the obligations set out in Articles 32–36 of the GDPR.
- 4.7. The Processor notifies the Controller of a Breach it has identified without undue delay, no later than within 48 hours of identifying it. The notification is made in documentary form to the Controller's e-mail address indicated in the Order or the Account and contains at least:
- (a) a description of the nature of the Breach, including, as far as possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned by the Breach;
 - (b) the name and surname and contact details of the contact point from which more information can be obtained;
 - (c) a description of the possible consequences of the Breach;
 - (d) a description of the measures taken or proposed to remedy the Breach, including, where appropriate, measures to minimise its adverse effects.
- If it is not possible to provide all the information at the same time, the Processor provides it in stages, without undue delay, as it is obtained.
- 4.8. The Processor undertakes to assist the Controller, through appropriate technical and organisational measures, in fulfilling the obligation to respond to requests from data subjects in respect of the exercise of their rights set out in Chapter III of the GDPR.
- 4.9. The Processor makes available to the Controller all information necessary to demonstrate compliance with the obligations set out in this article, and will allow for and contribute to audits, including inspections, conducted by the Controller or an auditor authorised by the controller. Each Party bears the costs of the audit on its own. The Controller is obliged to keep confidential all information obtained in connection with the audit conducted, including the results of the audit. The confidentiality obligation applies for the term of the Data Processing Agreement and for a period of 5 years after its termination or expiry.
- 4.10. The Processor promptly informs the Controller if, in its opinion, an instruction issued to it constitutes an infringement of this regulation or of other Union or Member State data protection provisions.

5. FURTHER ENTRUSTMENT AND TRANSFER OUTSIDE THE EEA

- 5.1. The Controller grants the Processor its consent to the further entrustment of the processing of the Personal Data to the further processors (sub-processors), the list of which is indicated in Annex No. 2 to the Data Processing Agreement.
- 5.2. The further entrustment referred to in Section 5.1 above is intended solely to guarantee the proper and secure operation of the System and the provision of the Services in accordance with the Agreement.
- 5.3. The Processor will inform the Controller of a change in respect of further entrustment, by amending Annex No. 2 and by an e-mail message. The Controller is entitled to object to the intention to transfer personal data for processing to a further processor within 7 days of receiving the relevant information about the intention to transfer the data to a further processor. Upon the Controller's objection, the Processor loses the right to entrust the personal data to the further processor covered by the objection.
- 5.4. In the event of an objection, the Parties will, in good faith, within 14 days, undertake arrangements aimed at working out an alternative solution enabling the continued provision of the Services without the participation of the sub-processor covered by the objection. If such a solution is not possible or would entail disproportionate difficulties or costs for the Processor, in particular where the objection concerns a sub-processor

necessary for the provision of the Services (e.g. a hosting infrastructure provider), the Processor may terminate the Main Agreement in part or in whole with effect at the end of the current Billing Period, without liability on account of such termination. Until the objection takes effect or the Agreement is terminated, the Processor may continue to use the existing sub-processor.

- 5.5. Before the further processor commences processing the Personal Data, the Processor will confirm that the further processor is able to ensure the level of personal data protection required under the provisions of this Data Processing Agreement and meeting the requirements arising from the GDPR.
- 5.6. In the event of further entrustment, the basis of the processing will be an agreement in which the further processor undertakes to perform the same obligations as those imposed on the Processor by virtue of the Agreement and the GDPR.
- 5.7. The Processor is liable to the Controller for the non-performance or improper performance of obligations by the further processor incumbent on the further processor by virtue of the applicable provisions of law or the contractual relationship.
- 5.8. The Processor will not transfer the Personal Data outside the territory of the European Economic Area, unless it obtains a separate authorisation from the Controller in this respect, which the Controller will not refuse without justified reasons, and such transfer takes place in accordance with the provisions of the GDPR. In each case, the transfer will take place solely for the purpose of performing the Agreement.

6. LIABILITY

- 6.1. The processor is responsible for making available or using the Personal Data inconsistently with the content of this Data Processing Agreement, and in particular for making the personal data entrusted for processing available to unauthorised persons.
- 6.2. The Processor is liable for actual damage caused by processing the Personal Data in a manner that infringes the provisions of the GDPR, to the extent that it has failed to fulfil the obligations imposed on it by the GDPR or where it acted outside or contrary to the lawful instructions of the Controller, whereby the Processor's aggregate liability in connection with the processing of the Personal Data on the basis of the Data Processing Agreement is limited to the amount of the remuneration paid to the Processor on the basis of the Main Agreement during the last 6 months counting from the day the damage arose, unless mandatory provisions of law provide otherwise.

7. FINAL PROVISIONS

- 7.1. An amendment to the Data Processing Agreement is possible solely in written form under pain of nullity, with the exception of Section 7.2 of the Data Processing Agreement, in which a different form of making amendments is provided for.
- 7.2. An amendment to the Data Processing Agreement is possible on the basis of a statement by the Processor, submitted to the Controller in documentary form (including by e-mail). The amendment is effective if the Controller does not object to it within 7 days of receiving the Processor's statement, whereby an amendment to the Data Processing Agreement in the manner set out in the preceding sentence will not lead to an extension of the Controller's obligations or a limitation of the Controller's rights, including, in particular, will not lead to a change in the amount of the remuneration arising from the Data Processing Agreement.
- 7.3. The following annexes to the Data Processing Agreement constitute an integral part of the Data Processing Agreement. Amendments to the annexes to the Data Processing Agreement do not constitute an amendment to its content:

Annex No. 1 – Scope and nature of the data entrustment.

Annex No. 2 – List of further processors.

- 7.4. All disputes connected with the Data Processing Agreement will be resolved by the court having jurisdiction in accordance with the Main Agreement.
- 7.5. This Agreement is governed solely by Polish law.

Annex No. 1 to the Data Processing Agreement – Scope and nature of the data entrustment

Categories of data subjects	Users (the Controller's employees and associates, regardless of the legal basis of the cooperation, using the System), as well as the Controller's debtors and counterparties who are natural persons, and also the representatives, attorneys, and contact persons of the Controller's debtors and counterparties, whose data the Controller enters into the System in connection with the handling of receivables
Categories of Data	Personal data of ordinary categories, comprising: name and surname, contact details (e-mail address, telephone number, correspondence address), NIP or PESEL number (to the extent provided by the Controller), data concerning receivables (invoice number and amount, payment deadlines, balances, payment history), the content and metadata of communications conducted via the System (e-mail and SMS messages, recordings and transcripts of AI Call connections, notes), and, in respect of Users: name and surname, e-mail address, position, login data.
Nature of the processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, alignment or combination, restriction, erasure, or destruction.

Annex No. 2 to the Agreement – List of further processors

Name of the processor	Registered office, address	Country of processing and transfer basis
Microsoft Ireland Operations Limited	One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland	European Union (EEA); intra-group transfers: standard contractual clauses / EU-US DPF
Google Ireland Limited	Gordon House, Barrow Street, Dublin 4, D04 E5W5, Ireland	European Union (EEA); Google Workspace: United States possible; intra-group transfers: standard contractual clauses / EU-US DPF
Twilio Ireland Limited	25-28 North Wall Quay, Dublin 1, D01 H104, Ireland	European Union (EEA)
LINK Mobility Poland sp. z o.o.	ul. Toszecka 101, 44-117 Gliwice, Poland	Poland
Functional Software, Inc. (Sentry)	45 Fremont Street, 8th Floor, San Francisco, CA 94105, United States	Germany; access from the United States: EU-US DPF
PostHog, Inc.	2261 Market Street #4008, San Francisco, CA 94114, United States	Germany; access from the United States: EU-US DPF
Userback Pty Ltd	9 Aspire Street, Rochedale, QLD 4123, Australia	Australia; standard contractual clauses
ElevenLabs, Inc.	169 Madison Avenue #2484, New York, NY 10016, United States	United States; EU-US DPF; solely in respect of AI Call

The transfers indicated in the table above constitute the express indication referred to in Section 3.3 of the Data Processing Agreement and are deemed authorised by the Controller within the meaning of Section 5.8 of the Data Processing Agreement.