zahtjeve ispitanika u svrhu ostvarivanja njihovih prava utvrđenih u Poglavlju III. GDPR-a. U slučaju da ispitanik takav zahtjev uputi izravno Izvršitelju obrade, taj je Izvršitelj obrade dužan o tome bez odgode obavijestiti Voditelja obrade, prilažući obavijesti presliku korespondencije ili bilješke o telefonskom razgovoru, te potom postupiti prema uputama Voditelja obrade. Izvršitelj obrade nije ovlašten samostalno odgovoriti na takav zahtjev, osim ako je Voditelj obrade za to dao suglasnost u pisanom obliku ili putem elektroničke pošte u konkretnom slučaju. Pri ispunjavanju obveza navedenih u ovoj točki, Izvršitelj obrade postupa u skladu s uputama Voditelja obrade.

4.3. Izvršitelj obrade omogućuje pristup Osobnim podacima koji su predmet obrade članovima svog osoblja samo u mjeri u kojoj je to strogo nužno za izvršenje, upravljanje i praćenje Ugovora. Izvršitelj obrade dužan je čuvati povjerljivost i osigurati da su se osobe ovlaštene za obradu Osobnih podataka obvezale na čuvanje tajnosti (na neodređeno vrijeme, a najmanje 5 godina od datuma nastanka događaja, sukladno odredbama glavnog ugovora) ili da se na njih primjenjuje odgovarajuća zakonska obveza čuvanja povjerljivosti u odnosu na Osobne podatke i sadržaj Ugovora.

4.4. U slučaju da obrada uključuje osobne podatke koji otkrivaju rasno ili etničko podrijetlo, politička mišljenja, vjerska ili filozofska uvjerenja, članstvo u sindikatu, genetske podatke ili biometrijske podatke u svrhu jedinstvene identifikacije fizičke osobe, podatke koji se odnose na zdravlje, spolni život ili seksualnu orijentaciju fizičke osobe, odnosno podatke o kaznenim osudama i kažnjivim radnjama (osjetljivi podaci), Izvršitelj obrade primjenjuje posebna ograničenja ili dodatne zaštitne mjere koje proizlaze iz provedene analize rizika.

4.5. Prema GDPR-u, Izvršitelj obrade dužan je voditi evidenciju o kategorijama i aktivnostima obrade Osobnih podataka.

5. Suradnja s nadzornim tijelom. Na zahtjev nadležnog nadzornog tijela, Stranke mu dostavljaju informacije o obradi Osobnih podataka, uključujući rezultate svih revizija. U trenutku zaprimanja informacije ili zahtjeva za pristup podacima, Izvršitelj obrade dužan je o tome bez odgode, a najkasnije u roku od 3 dana, obavijestiti Voditelja obrade.

6. Pravo Voditelja obrade na reviziju i kontrolu. Na zahtjev Voditelja obrade, Izvršitelj obrade mora omogućiti revizije aktivnosti obrade koje su uređene Ugovorom te sudjelovati u tim revizijama. Ove revizije provodit će se u razumnim vremenskim razmacima ili ako postoje naznake o osnovanosti sumnje na neusklađenost. Voditelj obrade može sam provesti reviziju ili ovlastiti neovisnog revizora da je provede. Revizije također mogu uključivati pregled prostorija ili materijalnih predmeta Izvršitelja obrade, kontrolu softvera i hardvera koje Izvršitelj obrade koristi, kao i dokumentacije kojom se štiti područje u kojem se obavlja obrada podataka. Periodičnoj/planiranoj reviziji prethodi obavijest koju Voditelj obrade šalje elektroničkom poštom ili pisanim putem, najkasnije 7 dana prije planiranog početka.

7. Povrede zaštite osobnih podataka. Kršenja zaštite osobnih podataka.

7.1. U slučaju povrede zaštite Osobnih podataka u smislu članka 4. stavka 12. GDPR-a, koja se odnosi na sve ili dio Osobnih podataka, Izvršitelj obrade će surađivati s Voditeljem obrade i pomoći mu u ispunjavanju njegovih obveza prema člancima 33. i 34. GDPR-a, uzimajući u obzir prirodu obrade i informacije kojima Izvršitelj obrade raspolaže.

Povrede zaštite podataka koje se odnose na Osobne podatke koje obrađuje Izvršitelj obrade

7.2. U slučaju povrede zaštite Osobnih podataka, Izvršitelj obrade dužan je o toj povredi odmah, a najkasnije u roku od 24 sata od trenutka kada za nju sazna, obavijestiti Voditelja obrade putem elektroničke pošte i telefona. Izvještaj o povredi trebao bi sadržavati najmanje:

(a) opis prirode povrede (uključujući, gdje je to moguće, kategorije i približan broj ispitanika te evidencije podataka na koje je povreda utjecala);

(b) podatke o točki za kontakt na kojoj se mogu dobiti dodatne informacije o povredi zaštite Osobnih podataka;

(c) naznaku vjerojatnih posljedica povrede te mjera koje su poduzete ili koje će biti poduzete radi rješavanja povrede, uključujući mjere za ublažavanje njezinih mogućih negativnih učinaka.

Ako nije moguće pružiti sve te informacije istodobno, prvotna obavijest treba sadržavati informacije koje su u tom trenutku dostupne, a nakon što dođe do dodatnih informacija, Izvršitelj obrade dužan ih je dostaviti bez nepotrebne odgode.

Povreda zaštite osobnih podataka koje obrađuje Voditelj obrade

7.3. U slučaju povrede zaštite Osobnih podataka koje obrađuje voditelj obrade, Izvršitelj obrade će pružati podršku Voditelju obrade:

a) prilikom prijavljivanja povrede Osobnih podataka nadležnom nadzornom tijelu, odmah nakon što je Voditelj obrade saznao za povredu, kada je to primjenjivo (osim ako je malo vjerojatno da će

povreda rezultirati rizikom za prava ili slobode fizičkih osoba);
b) prilikom zaprimanja informacija koje bi, sukladno članku 33. stavku 3. GDPR-a, trebale biti uključene u prijavu Voditelja obrade i koje obuhvaćaju najmanje:
1) prirodu osobnih podataka, uključujući, gdje je to moguće, kategorije i približan broj ispitanika te kategorije i približan broj evidencija Osobnih podataka obuhvaćenih povredom;
2) moguće posljedice povrede zaštite Osobnih podataka;
3) mjere koje je Voditelj obrade poduzeo ili predložio radi otklanjanja povrede zaštite Osobnih podataka, uključujući, prema potrebi, mjere za ublažavanje njezinih mogućih negativnih posljedica.
Ako nije moguće pružiti sve te informacije istodobno, prvotna obavijest treba sadržavati informacije koje su u tom trenutku dostupne, a nakon što dođe do dodatnih informacija, Izvršitelj obrade dužan ih je dostaviti bez nepotrebne odgode;
c) prilikom izvršenja – u skladu s člankom 34. GDPR-a – obveze da se ispitanika bez nepotrebne odgode obavijesti o povredi zaštite Osobnih podataka, ako ta povreda može prouzročiti visok rizik za prava i slobode fizičkih osoba.

8. Odnosi s daljnjim izvršiteljima obrade.
8.1. Voditelj obrade daje suglasnost Izvršitelju obrade da angažira treće strane za obradu Osobnih podataka na početku valjanosti ugovora o povjeravanju obrade („Podizvršitelji obrade"), no obvezuje Izvršitelja obrade da ih navede u Dodatku 3. Ugovora. Voditelj obrade ima pravo prigovora na imenovanje Podizvršitelja obrade. U takvom slučaju, Izvršitelj obrade nema pravo povjeriti obradu Osobnih podataka Podizvršitelju obrade na kojeg se prigovor odnosi. Prigovor Voditelja obrade ne predstavlja osnovu za raskid Ugovora ili Glavnog ugovora, ali može utjecati na uredno izvršavanje Glavnog ugovora od strane Izvršitelja obrade.
8.1.1 Uključivanje dodatnih subjekata za obradu tijekom trajanja ugovora moguće je, ali zahtijeva prethodnu i izričitu suglasnost Voditelja obrade. Uključivanje i suglasnost Voditelja obrade također su potrebni u slučaju angažiranja trećih strana u svrhu obrade Osobnih podataka od strane Podizvršitelja obrade („Daljnji podizvršitelji obrade"), pri čemu je u svakom takvom slučaju potrebna suglasnost Voditelja obrade. Podizvršitelj obrade podnosi zahtjev za davanje detaljne suglasnosti najmanje 14 dana prije početka korištenja usluga daljnjeg Podizvršitelja obrade, zajedno s informacijama potrebnim da Voditelj obrade donese odluku o davanju suglasnosti. Popis prethodno odobrenih Podizvršitelja obrade Daljnjih podizvršitelja obrade čini ažurirani Dodatak 3. ovom Ugovoru. Stranke su dužne ažurirati Dodatak 3.
8.1.2 Izvršitelj obrade preuzima obvezu i jamči da će se sve obveze Izvršitelja obrade, predviđene Glavnim ugovorom i Ugovorom, u punoj mjeri primjenjivati na Podizvršitelje obrade i sve Daljnje podizvršitelje obrade, osobito u pogledu pružanja dostatnih jamstava za provedbu odgovarajućih tehničkih i organizacijskih mjera, navedenih u članku 32. GDPR-a. Izvršitelj osigurava da Podizvršitelj obrade ispunjava obveze koje za Izvršitelja obrade proizlaze iz Ugovora i GDPR-a. Izvršitelj obrade ostaje u potpunosti odgovoran Voditelju obrade za ispunjavanje obveza Podizvršitelja obrade, u skladu s ugovorom koji je Podizvršitelj obrade sklopio s Izvršiteljem obrade. Izvršitelj obrade dužan je bez odgode obavijestiti Voditelja obrade o svakom neispunjenju ugovornih obveza od strane Podizvršitelja obrade.
8.1.3 Izvršitelj obrade dužan je bez nepotrebnog odgađanja obavijestiti Voditelja obrade o sklapanju ugovora o obradi Osobnih podataka između Izvršitelja obrade i Podizvršitelja obrade ili između Podizvršitelja obrade i Daljnjih podizvršitelja obrade, te ga, na zahtjev Voditelja obrade, upoznati sa sadržajem takvog ugovora (dostavljanjem njegove redigirane kopije) u pogledu naziva subjekta i adrese njegova sjedišta, svrhe ugovora, kategorije povjerenih podataka, trajanja ugovora i njegova prestanka, a u slučaju izmjena, dužan je Voditelju obrade dostaviti ažuriranu verziju ugovora. U mjeri u kojoj je to potrebno radi zaštite poslovnih tajni ili drugih povjerljivih informacija, uključujući Osobne podatke, Izvršitelj obrade može tekst ugovora učiniti tajnim prije nego što on postane dostupan.

9. Treće zemlje.
9.1. Svaki prijenos podataka u zemlju koja nije članica Europskog gospodarskog prostora („Treća zemlja") ili međunarodnoj organizaciji, koji provodi Izvršitelj obrade, odvija se isključivo na dokumentirani zahtjev Voditelja obrade ili radi ispunjavanja posebnog zahtjeva prema pravu Unije ili pravu države članice kojem Izvršitelj obrade podliježe, te se provodi u skladu s Poglavljem V. GDPR-a.
9.2. Ako se Izvršitelj obrade nalazi u zemlji koja nije članica Europskog gospodarskog prostora („Treća zemlja"), Stranke će, prilikom sklapanja ovog Ugovora, također potpisati standardne ugovorne klauzule koje je odobrila Europska komisija ili drugo nadležno tijelo. Voditelj obrade djelovat će kao izvoznik osobnih podataka (izvoznik podataka), a Izvršitelj obrade djelovat će kao uvoznik osobnih

podataka (uvoznik podataka). Ovo se načelo ne primjenjuje ako Europska komisija utvrdi da Treća zemlja, u kojoj se nalazi sjedište Izvršitelja obrade, osigurava primjerenu razinu zaštite osobnih podataka.

9.3. Ako Izvršitelj obrade koristi usluge Podizvršitelja obrade za provođenje određenih aktivnosti obrade (u ime Voditelja obrade) koje uključuju prijenos Osobnih podataka u smislu Poglavlja V. GDPR-a, Voditelj obrade pristaje na to da ti subjekti mogu osigurati usklađenost s Poglavljem V. GDPR-a primjenom standardnih ugovornih klauzula koje je donijela Komisija u skladu s člankom 46. stavkom 2. GDPR-a, pod uvjetom da su ispunjeni uvjeti za korištenje tih standardnih ugovornih klauzula.

10. Tehničke i organizacijskih mjere. Kako bi osigurao sigurnost Osobnih podataka, Izvršitelj obrade provodi najmanje one tehničke i organizacijske mjere koje su navedene u Dodatku 2. ovom Ugovoru. Osiguravanje sigurnosti podataka uključuje zaštitu podataka od sigurnosnog incidenta koji dovodi do slučajnog ili nezakonitog uništenja, gubitka, izmjene, neovlaštenog otkrivanja ili neovlaštenog pristupa Osobnim podacima (povreda osobnih podataka). Pri procjeni odgovarajuće razine sigurnosti, Stranke uzimaju u obzir najnovija tehnološka dostignuća, troškove provedbe, prirodu, opseg, kontekst i svrhe obrade, kao i rizike za ispitanike.

11. Trajanje i raskid.

11.1. Stranke sklapaju ovaj Ugovor za vrijeme trajanja ugovora čiji je ovaj Ugovor sastavni dio (u Ugovoru nazvan „Glavni ugovor"). Ugovor prestaje važiti istodobno i automatski na dan prestanka važenja Glavnog ugovora. Voditelj obrade ima pravo raskinuti Ugovor, i to s trenutnim učinkom, ako:

a) tijela javne uprave nadležna za nadzor načela zaštite Osobnih podataka, uključujući usklađenost obrade s odredbama GDPR-a, utvrde – putem administrativne odluke ili na drugi način – da Izvršitelj obrade (ili Podizvršitelj obrade, odnosno drugi podizvršitelj obrade) ne postupa u skladu s bilo kojim od tih pravila;

b) Izvršitelj obrade ne postupa u skladu s obvezujućom odlukom nadležnog suda ili nadležnog nadzornog tijela u pogledu svojih obveza prema GDPR-u ili ovom Ugovoru;

c) Voditelj obrade, na temelju revizije ili inspekcije, utvrđuje da Izvršitelj obrade (ili Podizvršitelj obrade, odnosno drugi podizvršitelj obrade) ne postupa u skladu s bilo kojim pravilima za obradu osobnih podataka koja su predviđena Ugovorom ili odredbama GDPR-a;

d) Izvršitelj obrade (ili Podizvršitelj obrade, odnosno drugi podizvršitelj obrade) počini povredu ili ne ispuni svoje obveze iz Ugovora te ne poduzme učinkovite korektivne mjere u roku od 7 dana od primitka obavijesti o takvoj povredi od Voditelja obrade. Konkretno, Stranke smatraju da povreda predstavlja: (i) neizvršavanje upute Voditelja obrade ili propust Izvršitelja obrade da odobri Voditelju obrade provođenje revizije ili inspekcije u skladu s Ugovorom, bilo djelomično ili u cijelosti, odnosno neopravdano kašnjenje u izvršavanju upute ili davanju takvog odobrenja, ili (ii) obradu Osobnih podataka na način koji nije u skladu sa svrhom predviđenom Ugovorom, ili obradu takvih Osobnih podataka na području Treće zemlje protivno odredbama Ugovora, ili (iii) uključivanje neodobrenog Podizvršitelja obrade ili drugog podizvršitelja obrade, ili (iv) neprimjenjivanje bilo koje tehničke i organizacijske mjere u pogledu sigurnosti, ili bilo koje vrste dodatne, posebne tehničke i organizacijske mjere navedene u Dodatku 2. ovog Ugovora;

e) Voditelj obrade će izgubiti status voditelja obrade u odnosu na Osobne podatke.

11.2. U slučaju da Podizvršitelj obrade ili drugi podizvršitelj obrade ne postupa u skladu s pravilima za obradu Osobnih podataka utvrđenima u GDPR-u ili u Ugovoru, Voditelj obrade može naložiti Podizvršitelju obrade da raskine ugovor s Podizvršiteljem obrade (ili naložiti Podizvršitelju obrade da raskine ugovor sklopljen s daljnjim podizvršiteljem obrade).

11.3. Voditelj obrade ima pravo raskinuti Ugovor prema vlastitoj procjeni, uz otkazni rok od 2 (dva) tjedna.

11.4. Obavijest o raskidu, navedena u stavku 11.1. ili 11.3. ovog Ugovora, mora se dostaviti Izvršitelju obrade u pisanom obliku, pod prijetnjom ništetnosti.

12. Brisanje ili vraćanje Osobnih podataka.

Nakon prestanka važenja Ugovora, Izvršitelj obrade, prema nahođenju Voditelja obrade, briše sve Osobne podatke koji su obrađivani u ime Voditelja obrade te o tome izdaje potvrdu Voditelju obrade, ili vraća sve Osobne podatke Voditelju obrade i briše postojeće kopije, osim ako pravo Unije ili pravo države članice ne zahtijeva pohranu Osobnih podataka. Izvršitelj osigurava usklađenost s Ugovorom sve dok se Osobni podaci ne izbrišu ili vrate.

13. Rješavanje sporova i mjerodavno pravo. Svi sporovi koji se odnose na Ugovor ili iz njega

proizlaze rješavat će se pred sudom nadležnim prema sjedištu Voditelja obrade. Ovaj se Ugovor uređuje poljskim pravom i tumači u skladu s njime. Nadležnost imaju poljski sudovi.

14. Odgovornost za štetu i ugovorne kazne.

14.1. Izvršitelj obrade snosi punu odgovornost i u potpunosti odgovara za štetu nanesenu Voditelju obrade u vezi s povredama Ugovora ili mjerodavnog prava, uključujući GDPR.

14.2. U slučaju neispunjenja ili nepravilnog ispunjenja obveza iz Ugovora od strane Izvršitelja obrade, Podizvršitelja obrade ili drugog podizvršitelja obrade, pretpostavlja se da je svaki od tih subjekata djelovao s krivnjom. U odnosu na Ugovor, ograničenja odgovornosti koja su Stranke ugovorile u drugim ugovorima ili dokumentima, odnosno u Glavnom ugovoru, neće se primjenjivati. Izvršitelj obrade obvezuje se zaštititi Voditelja obrade od novčanih kazni koje izreknu nadzorna tijela ili od odštetnih zahtjeva trećih strana (uključujući zahtjeve koje podnesu ispitanici), a koji bi mogli biti izrečeni Voditelju obrade ili podneseni protiv njega kao posljedica neispunjenja ili nepravilnog ispunjenja Ugovora – u cijelosti ili djelomično – od strane Izvršitelja obrade. Voditelj obrade je oslobođen odgovornosti u najvećoj mogućoj mjeri.

14.3. Izvršitelj obrade bit će odgovoran za štetu Upravitelju zbog neizvršenja ili nepravilnog izvršenja obveza iz Ugovora ili odredbi obveznog prava, uključujući neizvršenje ili nepravilno izvršenje tih obveza od strane Podizvršitelja obrade i Daljnjih podizvršitelja obrade, ako takvo neizvršenje ili nepravilno izvršenje obveza ili odredbi obveznog prava rezultira zahtjevima ili izricanjem kazni Voditelju obrade ili rezultira štetom za Voditelja obrade, na isti način kao da Izvršitelj obrade nije izvršio ili je nepravilno izvršio svoju obvezu iz Ugovora ili kao da je prekršio odredbe obveznog prava.

14.4. Posebno, u slučaju zahtjeva protiv Voditelja obrade od strane ispitanika (izravno ili putem udruga koje predstavljaju potrošače ili ispitanike) čije Osobne podatke obrađuje ili ih je obrađivao Izvršitelj obrade, ili ako nadzorno tijelo ili drugo tijelo izrekne administrativnu ili drugu kaznu kojom se izriče novčana kazna ili dosuđuje naknada od Voditelja obrade kao rezultat neizvršenja ili nepravilnog izvršenja od strane Izvršitelja obrade svojih obveza prema Ugovoru ili iz GDPR-a ili drugih zakonskih odredbi, Izvršitelj obrade će odmah pokriti sve kazne, novčane kazne, štete, troškove i druge naknade koje Voditelj obrade snosio ili su mu nametnute, uvećane za kamate u zakonskom iznosu izračunatom od dana plaćanja tih kazni ili naknade od strane Voditelja obrade. U takvom slučaju, Izvršitelj obrade također će biti dužan nadoknaditi Voditelju obrade opravdane troškove obrane od takvih zahtjeva ili kazni te troškove povezane pravne pomoći, uključujući naknadu za rad odvjetnika.

14.5. U slučaju da ispitanici (ili osobe ili udruženja koji djeluju u njihovo ime) u vezi s Ugovorom i obradom Osobnih podataka koju provode Izvršitelj obrade, Podizvršitelj obrade ili drugi podizvršitelj obrade, istaknu bilo kakve zahtjeve koji se odnose na neispunjenje ili nepravilno ispunjenje Ugovora od strane Izvršitelja obrade, Podizvršitelja obrade ili drugog podizvršitelja obrade, Izvršitelj obrade je dužan o tome bez odgode obavijestiti Voditelja obrade i dostaviti mu pojedinosti o navedenom zahtjevu, kao i omogućiti Voditelju obrade podnošenje potrebnih pojašnjenja i informacija u vezi s time, osigurati mu pristup relevantnim dokumentima i informacijama te pružiti pomoć u slučaju sudskih ili drugih postupaka u kojima Voditelj obrade sudjeluje kao stranka ili u drugom svojstvu.

14.6. Izvršitelj obrade potvrđuje da su sve izjave dane u okviru Ugovora istinite, točne, ažurne i potpune. U slučaju da se bilo koja izjava koju je Izvršitelj obrade dao u okviru Ugovora pokaže neistinitom, netočnom, zastarjelom ili nepotpunom, Izvršitelj obrade je dužan nadoknaditi Voditelju obrade troškove koji su za njega nastali ili dospjeli na naplatu, a odnose se na kazne, naknadu štete i druge troškove proizašle iz neistinitosti, netočnosti, zastarjelosti ili nepotpunosti takve izjave.

14.7. Stranke su se dogovorile da će, u slučaju da Izvršitelj obrade (ili Podizvršitelj obrade, odnosno bilo koji Daljnji podizvršitelj obrade) povrijedi bilo koju od sljedećih obveza iz ovog Ugovora: članak 4.1., 4.2. ili 4.3. Ugovora, članak 6. Ugovora (Pravo Voditelja obrade na reviziju i kontrolu), članci 7.1.-7.3. Ugovora (Obavijest o povredi zaštite Osobnih podataka), članak 9. Ugovora (Treće zemlje), članak 10. Ugovora (Tehničke i organizacijske mjere) ili članak 12. Ugovora (Brisanje ili povrat Osobnih podataka), Izvršitelj obrade platiti ugovornu kaznu u iznosu od 500 EUR (slovima: petsto eura) za svaki pojedini slučaj povrede, i to u roku od 14 dana od primitka zahtjeva Voditelja obrade. Navedeno ne isključuje pravo Voditelja obrade da, na temelju općih načela predviđenih građanskim pravom, zahtijeva dodatnu naknadu koja premašuje iznos naplaćenih ugovornih kazni.

15. Druge odredbe.

15.1. Naknada predviđena Glavnim ugovorom obuhvaća usluge koje je Izvršitelj obrade pružio i obveze koje je ispunio za Voditelja obrade u skladu s Ugovorom.

15.2. Ugovor je sastavljen u dva istovjetna primjerka, jedan za Voditelja obrade i jedan za Izvršitelja obrade. Sve izmjene Ugovora moraju biti učinjene u pisanom obliku, u protivnome će biti ništetne. Stranke mogu izvršiti samo one izmjene koje nisu u izravnoj ili neizravnoj suprotnosti sa standardnim

ugovornim klauzulama utvrđenima Provedbenom odlukom Komisije (EU) 2021/915 od 4. lipnja 2021. o standardnim ugovornim klauzulama između voditelja obrade i izvršitelja obrade u skladu s člankom 28. stavkom 7. Opće uredbe o zaštiti podataka (GDPR) i člankom 29. stavkom 7. Uredbe (EU) 2018/1725 Europskog parlamenta i Vijeća, te koje neće povrijediti temeljna prava i slobode ispitanika. Stranke mogu dokazati usklađenost s ovim odredbama.

15.3. Stranke su suglasne da se na Ugovor ne primjenjuju nikakvi „Opći uvjeti" niti bilo koji drugi dokument koji je bitno sličan takvom dokumentu, a koji je objavio Izvršitelj obrade. Stranke izjavljuju da ovaj Ugovor predstavlja njihov cjelokupan i isključiv sporazum u pogledu predmeta Ugovora. Stupanjem Ugovora na snagu, svi usmeni i pisani sporazumi Stranaka koji se odnose na njegov predmet – izuzev sporazuma i ugovora na koje se u samom Ugovoru izričito upućuje – prestaju važiti.

15.4. Ugovor stupa na snagu danom njegova sklapanja.

15.5. Stranke su se dogovorile da će, u slučaju da se bilo koja odredba Ugovora proglasi nevažećom, neučinkovitom ili na drugi način neprovedivom, Stranke u dobroj vjeri – u roku od 30 dana od dana utvrđivanja takve nevaljanosti, neučinkovitosti ili neprovedivosti – zamijeniti tu odredbu onom koja je najsličnija izvornoj odredbi koja se zamjenjuje.

16. Podaci za kontakt Stranaka.

Podaci za kontakt osobe ispred Voditelja obrade, u svrhu izvršenja Ugovora, glase: ime i prezime: Sławomir Jedyński, funkcija: voditelj odjela sigurnosti, tel.:, e-pošta: slawomir.jedynski@pointpack.pl. Izvršitelj obrade za kontakt osobe ispred Izvršitelja obrade, u svrhu izvršenja Ugovora, glase: ime i prezime: Franko Bilić, voditelj prodajnih projekata, franko.bilic@studenac.hr, +385 91 282 8512.

17. Prilozi. Sljedeći prilozi sastavni su dio Ugovora:

a) Dodatak 1.: Osobni podaci povjereni na obradu.
b) Dodatak 2.: Tehničke i organizacijske mjere koje mora provesti Izvršitelj obrade.
c) Dodatak 3.: Popis odobrenih podizvršitelja obrade i naknadnih podizvršitelja obrade.

Dodatak 1.:

Osobni podaci povjereni na obradu

1. Kategorije osoba čiji se osobni podaci obrađuju:

fizičke osobe, korisnici usluga dostave, pošiljatelji i primatelji pošiljaka

2. Kategorije obrađivanih osobnih podataka:

- ime i prezime pošiljatelja
- Ime i prezime primatelja
- naziv pošiljatelja i primatelja
- adresa pošiljatelja
- adresa primatelja
- broj telefona i adresa elektroničke pošte pošiljatelja i primatelja
- broj za praćenje
- datum slanja i primitka
- ako primatelj podnese punomoć: ime i prezime osobe ovlaštene za preuzimanje pošiljke, broj identifikacijskog dokumenta primatelja i zastupnika, (alternativno)
- potpis

3. Priroda obrade:

Obrada povjerenih podataka je kontinuirana i odvija se u papirnatom i/ili elektroničkom obliku unutar informatičkih sustava, uz djelomičnu automatizaciju

4. Svrha u koju se osobni podaci obrađuju u ime Voditelja obrade:

Osobni podaci obrađivat će se u svrhu izvršenja ugovora o pružanju usluga – zaprimanje i izdavanje pošiljaka – te u svrhu ostvarivanja potraživanja i zaštite od potraživanja.

Dodatak 2.:

Tehničke i organizacijske mjere koje, između ostalog, mora provesti Izvršitelj obrade:

Opis tehničkih i organizacijskih sigurnosnih mjera koje provodi Izvršitelj obrade radi osiguravanja odgovarajuće razine sigurnosti, uzimajući u obzir prirodu, opseg, kontekst i svrhu obrade, kao i rizik od povrede prava i sloboda fizičkih osoba:

/Parafi/

Organizacijske zaštitne mjere:
a. Izrađena je i uvedena politika privatnosti.
b. Razvijen je i proveden postupak za prijavu i postupanje u slučaju incidenata u području informacijske sigurnosti te povreda osobnih podataka.
c. Osobe koje obrađuju osobne podatke prošle su obuku o načelima zaštite osobnih podataka.
d. Samo su osobe ovlaštene za obradu podataka smjele obrađivati te podatke.
e. Osobe koje obrađuju osobne podatke dužne su čuvati njihovu povjerljivost.
f. Vodi se evidencija aktivnosti obrade i evidencija kategorija obrade.
g. Vodi se evidencija o osobama ovlaštenim za obradu podataka.
h. Subjekt je izradio i koristi informativnu klauzulu.

Fizička sigurnost:
a. Osobni podaci čuvaju se u prostorijama koje su osigurane od pristupa neovlaštenih osoba zaključavanjem vrata, pri čemu se kontrola pristupa provodi vođenjem evidencije ili primjenom sustava za kontrolu pristupa.
b. Ako se obrada osobnih podataka odvija u stambenim prostorijama, kuća/zgrada mora biti opremljena alarmnim sustavom, a preporučuje se i videonadzor.
c. Prostorije u kojima se obrađuju podaci zaštićene su od posljedica požara, poplave, visokih temperatura itd.

Tehnička zaštita:
Sustavi za obradu podataka (blagajne i računalo za ispis naljepnica):
a. zaštićeni su na sučelju prema javnoj mreži hardverskim vatrozidom i antivirusnim softverom (ne odnosi se na blagajne) instaliranim na svakoj radnoj stanici koja obrađuje osobne podatke, uz svakodnevno ažuriranu bazu podataka otkrivenih virusa;
b. imaju mehanizme za autentifikaciju i autorizaciju korisnika koji sprječavaju neovlašteni pristup informacijama; (to se možda ne odnosi na blagajne, no u tom slučaju točka treba biti opremljena videonadzorom kako bi se osigurala odgovornost ovlaštenih osoba koje obavljaju aktivnosti obrade, u skladu s rasporedom);
c. za razdoblje kratkotrajnog napuštanja radne stanice od strane korisnika sustava, opremljeni su mehanizmom za zaključavanje radne stanice zaštićenog lozinkom; (to se možda ne odnosi na blagajne, no u tom slučaju točka treba biti opremljena videonadzorom kako bi se osigurala odgovornost ovlaštenih osoba koje obavljaju aktivnosti obrade, u skladu s rasporedom);
d. opremljeni su mehanizmom za promjenu lozinki, uz obavještavanje o njihovu isteku; (odnosi se na računalo);
e. opremljeni su mehanizmima za osiguravanje evidencije i revizije događaja povezanih s prijavom i odjavom korisnika; (to se možda ne odnosi na blagajne, no u tom slučaju točka treba biti opremljena videonadzorom kako bi se osigurala odgovornost ovlaštenih osoba koje obavljaju aktivnosti obrade, u skladu s rasporedom);

Na računalu namijenjenom ispisu naljepnica, osobe koje obrađuju osobne podatke nisu ovlaštene instalirati softver niti priključivati privatne ili nepoznate uređaje.

Dodatak 3.:
Popis odobrenih Podizvršitelja obrade i Daljnjih podizvršitelja obrade

Voditelj obrade je odobrio korištenje usluga sljedećih Podizvršitelja obrade:

Ime i prezime
ili
Naziv: _____
Adresa: _____
Opis obrade (uključujući jasnu definiciju opsega odgovornosti u slučaju odobravanja više podizvršitelja obrade i daljnjih podizvršitelja obrade, kategorija subjekata i opsega podataka):
_____

Prilog 3. – Polica osiguranja od odgovornosti za štetu nastalu trećim osobama

/Polica osiguranja od opće odgovornosti na hrvatskom jeziku/

/Parafi/

Izmjene i dopune br. 1/2024

UGOVORU O PRUŽANJU USLUGA PREUZIMANJA I PREDAJE POŠILJAKA od 20. prosinca 2023.

Ove izmjene i dopune („Izmjene i dopune") sklapaju:

Pointpack S.A., društvo koje je osnovano i postoji prema zakonima Republike Poljske, sa sjedištem na adresi ul. Bema 60A, 01-225 Varšava, Poljska, upisano pri Okružnom sudu za glavni grad Varšavu u Varšavi, 12. gospodarski odjel Nacionalnog trgovačkog registra pod brojem 0000418228, porezni identifikacijski broj: 5291799498 (u daljnjem tekstu: „**Pointpack**"), koje zastupa: Marek Piosik - predsjednik Uprave,

i

Studenac d.o.o., društvo koje je osnovano i postoji prema zakonima Hrvatske, sa sjedištem na adresi Četvrt Ribnjak 17, 21310 Omiš, Hrvatska, upisano pri Trgovačkom sudu u Splitu pod brojem Tt-18/7081-6, porezni identifikacijski broj: 02023029348 (u daljnjem tekstu: „**Studenac**") koje zastupa: predsjednik Uprave Michał Seńczuk i članica Uprave Nina Mimica.

UGOVORU O PRUŽANJU USLUGA PREUZIMANJA I PREDAJE POŠILJAKA od 20. prosinca 2023. („Ugovor").

BUDUĆI DA je prvotna namjera Stranaka Ugovora bila odrediti rok plaćanja od 30 dana za usluge obuhvaćene tim Ugovorom, te se stoga ukazala potreba za izmjenama i dopunama,

Stranke ovime mijenjaju Ugovor kako slijedi:

I. Članak VIII.4 Ugovora trenutačno glasi:
„4. Pointpack će platiti naknadu u roku od 30 dana od primitka računa na bankovni račun društva STUDENAC, **HR9423600001102735612**, koji je svaki put naveden na računu s obračunatim PDV-om."

II. Osim kako je navedeno u ovim Izmjenama i dopunama, Ugovor ostaje neizmijenjen te i dalje ostaje na snazi u cijelosti, u skladu sa svojim odredbama.

III. Ako postoji sukob između ovih Izmjena i dopuna i Ugovora, odredbe ovih Izmjena i dopuna imaju prednost.

U potvrdu navedenoga, Stranke su potpisale ove Izmjene i dopune

U ime i za račun društva Pointpack

Marek Piosik, predsjednik Uprave
/Potpis/

Pointpack S.A.
ul. Bema 50A, 01-225 Varšava
Porezni br.: 5291799498, stat. broj: 146090990
MBS: 0000418228

U ime i za račun društva Studenac

Michal Senczuk, predsjednik Uprave

Nina Mimica, članica Uprave

Ja, MATEJA ŠARTAJ, stalni sudski tumač za engleski jezik, ponovno imenovana rješenjem ministra Ministarstva pravosuđa, uprave i digitalne transformacije, Klasa: UP/I-710-02/24-01/254, Urbroj: 514-03-03-03/02-24-05 od 27. lipnja 2024., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 27. listopada 2026.
Br. 775/2026

Mateja Šartaj

STALNI SUDSKI TUMAČ ZA ENGLESKI JEZIK • CERTIFIED COURT INTERPRETER FOR ENGLISH •
Mateja Šartaj, mag.
Lovinčićeva 3 D
10000 ZAGREB

PUDO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") made as of the 20.12. 2023, by and among:

Pointpack S.A., a company incorporated and existing under the laws of Republic of Poland, having its registered office at 60A Bema Street, 01-225 Warsaw, Poland, registered at the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Business Register under number 0000418228, Tax Identification Number: 5291799498 (hereinafter referred to as "**Pointpack**") represented by: Marek Piosik - President of the Board

and

Studenac d.o.o., a company incorporated and existing under the laws of Croatia, having its registered office at Četvrt Ribnjak 17 Omiš 21310 Hrvatska, registered at the Commercial Court in Split under numberTt-18/7081-6, Tax Identification Number: 02023029348 (hereinafter referred to as "**Studenac**") represented by: president of the board Michał Sańczuk and board member Nina Mimica.

Pointpack and Studenac hereinafter referred as "the Parties", or individually "the Party"

WITNESSETH

WHEREAS, Pointpack is a corporation engaged in delivering IT and logistical solutions for postal, courier and express industry, in particular an organizer and administrator of 'Pick Up Drop Off' courier points and automated parcels machines, as well as an exclusive owner of the Pointpack System software, involved therewith in managing parcel shipments for courier companies in over 14 000 business premises in Poland, and;

WHEREAS Pointpack is engaged in the business of organizing and managing a network of 'Pick Up Drop Off' points in Poland providing the first and last mile solutions for courier companies;

WHEREAS, Studenac is the largest grocery retail chain in Croatia in terms of number of the stores;

WHEREAS, Studenac recognizes and acknowledges a considerable value and significance of Pointpack's services and standards, *know-how* and IT products in the field of technology in courier services;
WHEREAS, Pointpack wishes to expand its services in the European Union markets and Studenac is willing to be its approved cooperator in Croatia;

WHEREAS, the Parties are able and willing to carry on certain courier services in Studenac premises together;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto agree as follows:

I. Subject of Cooperation

1. The object of this Agreement is to set out the principles of cooperation and the rights and obligations in relation to the operation by STUDENAC, on behalf of Pointpack as Courier Companies technological and logistical partner, of a network of PUDOs at STUDENAC stores and other premises and the provision of courier services therein on behalf of Pointpack and Courier Companies as set out in the Agreement.
2. In the process of providing courier services, STUDENAC shall be Pointpack's subcontractor coordinating and supervising the activities of the staff of the STUDENAC premises where PUDOs are to be established. Therefore Pointpack appoints Studenac to perform the Services set out in subclause 3 below in relation to shipments and Studenac agrees to perform the services in that capacity.
3. The scope of Services provided by the STUDENAC and activities associated with these Services shall include:
    a. receiving Parcels from Customers (senders) and forwarding them to Couriers for further delivery,
    b. receiving Parcels from Couriers and handing them out (delivery) to Customers (recipients),
    c. handling of returned or unclaimed Parcels,
    d. securing storage of Parcels in order to prevent an unauthorized access of the third parties,
    e. processing information relating to Parcels and shipments, including inspection of packaging, enquiry as to whether shipments contents are permitted in accordance with the Regulations, drafting damage reports,
    f. operating the Pointpack System, in particular registering status of Parcels.
4. The Services shall be provided with the exclusive use of logistics software provided by Pointpack, i.e. Pointpack System.
5. Detailed rules for the provision of the Services, in particular the manner of handing out and receipt of Parcels, handling of complaints, registration of activities in the Pointpack System, principles of providing STUDENAC with settlement reports, documentation related to the process of servicing Customers, and requirements for PUDOs are set out in **Schedule 1 - Procedure for Handling and Security of Parcels**.
6. STUDENAC is not entitled to apply its own procedures, contract templates or interfere with the content of the Service Regulations in its interactions with Customers and Couriers. Studenac is not entitled to conclude agreements for the provision of courier services in the name and on behalf of Pointpack or the Courier

Company not to charge Customers any fees and payments, unless it is explicitly requested by Pointpack in writing in relation to a specific Courier Company.

7. STUDENAC is obliged to exercise professional diligence in the provision of Services on behalf of Pointpack, in particular regarding the protection of Parcels, the Customer service, and the maintenance of secrecy of parcels and the performance of obligations arising from the protection of Customers' personal data.

II. Definitions

For the purposes of the Agreement, the terms listed below shall have the following meanings:

APM – (Automated Parcel Machine) an automatic transmission and reception device for receiving and handing out parcels;

Courier – an authorized individual, employee or entrepreneur, conducting courier activities with regard to the transport (carriage) and delivery of parcels acting on behalf of the Courier Company;

Courier Company – a logistic company providing courier, package delivery and express services with whom Pointpack cooperates in the performance of courier services within first and last mile concept;

Customer – any person, firm or company to whom Courier Company provides parcel transportation and other courier, express or postal services, in particular that uses, as a sender or recipient, courier services at PUDOs on the basis of individual contracts for courier services concluded with Courier Company;

data controller - the data controller within the meaning of Article 4(7) of 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;

data processing – processing of data within the meaning of Article 4(2) of 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, meaning an operation or set of operations which is performed upon personal data or sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Dispatch code – a sequence of characters to mark and identify parcels;

Helpdesk – a telephone helpline operated by Pointpack to provide instructions and assistance on the handling of parcels and the use of the Pointpack System;

GDPR - 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 Terms and Conditions – any document specifying the provision of courier services issued by the Courier Company that is binding Customer and Courier Company during performance of the courier services, i.e. terms of services, general conditions of services or guidelines;

Parcel – a postal package parcel or a cargo item with a maximum weight and dimensions as defined in Procedure for Handling and Security of Parcels;

personal data – – personal data within the meaning of Article 4(1) GDPR; i.e. any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
Pointpack Module – the application installed on the STUDENAC POS System at the PUDO for the use of the Pointpack System;
Pointpack System – a copyrighted system of electronic applications created by Pointpack for the registration and exchange of information on the process of performing courier services, including information on the receipt and delivery of parcels, the timing of these activities and the types of parcels, which is the intellectual property of Pointpack;
POS System – a device for cash handling of commercial operations with an Internet connection enabling the Pointpack Module to be installed and used;
Premises – Studenac's store operating under the name and trademark of "Studenac Market";
processor – an entity which processes personal data within the meaning of Article 4(2) of 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;
Prohibited and Restricted Item(s) – hazardous materials and other dangerous goods or prohibited commodities of the type referred to in **Schedule 1 - Procedure for Handling and Security of Parcels** or applicable law;
PUDO – *(pick up drop off)* a Premises at which courier services are provided by STUDENAC as a subcontractor under this Agreement in which the use of Pointpack System is implemented;
Services – the acceptance (collection) and delivery of Parcels provided at PUDOs to Customers in accordance with this Agreement;
Web application - a browser-supported application that does not require installation on an electronic device to use the Pointpack System.

III. General Obligations of the Parties

1. Pointpack undertakes, at its own expense, to:
    a. provide STUDENAC an access to Pointpack System at PUDOs via a Pointpack Module installed and integrated with Studenac's cashier system (POS System) as technically agreed by the Parties subject to III. 2.a,
    b. select and engage a cooperating Courier Company to provide its courier services with assistance of PUDOs on deliveries and reception of shipments,
    c. provide on-line training to Studenac personnel of managerial level (area managers and regional managers) on the procedures for carrying out the Services, on the use of the Pointpack System and to supply of electronical training materials including, but not limited to, manual on the use of the Pointpack System, rules for working with Couriers, Helpdesk contact details, etc.
    d. carry out training of STUDENAC managers responsible for the implementation of the Services and Pointpack System at PUDOs,
    e. organize and maintain a Helpdesk available for STUDENAC staff from Monday to Sunday between 6:00 and 23:00.

2. STUDENAC undertakes to:
    a. cooperate at its own expense in adapting the technical infrastructure of STUDENAC to the requirements of the Pointpack System and the implementation of the Pointpack Module at POS Systems, in particular develop a corresponding software within the Pointpack System itself in every PUDO,
    b. equipping PUDOs with promotional material informing about the possibility of using Services;
    c. marking of each PUDO with information, advertising or promotional material on Services provided by Pointpack;
    d. make the General Terms and Conditions provided by Pointpack available to Customers at PUDOs in a prominent place;
    e. promptly provide Pointpack, upon request, with information including quantity, dispatch codes and other requested information on the Parcels stored at PUDOs.
3. Without prejudice to its obligation and undertakings elsewhere in this Agreement Studenac shall:
    a. in all dealings concerning the Services describe itself as "Pointpack",
    b. always act in accordance with the code of conducts of Courier Companies delivered by Pointpack,
    c. not use any advertising, promotional or selling materials in relation to the Services except those agreed between the parties in advance,
    d. ensure that all services or other complaints made by Customer or other third parties are referred to Pointpack within 48 hours ,
4. STUDENAC undertakes not to use the Pointpack System and to prevent the use of the Pointpack System to breach or circumvent the law and the rules of fair trading. In the event of becoming aware of such use of the Pointpack System or attempts to do so, STUDENAC is obliged to notify Pointpack immediately and to provide details of the responsible persons, if any.
5. Until the end of the year 2024 Pointpack shall not launch in the territory of Croatia any cooperation similar to that agreed herein with any retail chain company competitive to Studenac (exclusivity).
6. Parties will negotiate and conclude additional provisions in the form of Annex to this Agreement on the matters concerning procedure and settlements of C.O.D. services and services involving clearance of Parcels and payment in PUDOs.

IV. Performance of the Services

1. Studenac shall perform the Services from PUDOs in accordance to the provision of the Agreement herein, in a professional manner with due diligence and a high level of skill and so as not to bring Pointpack or Courier Company into disrepute nor prejudice the proper performance by Courier Company of its transportation services.
2. Studenac shall perform the Services from PUDOs with proper diligence and process at the times and manners in accordance with the Procedure for Handling and Security of Parcels.
3. In case that Studenac is unable to provide Services at any or all PUDOs it must notify Pointpack as soon as possible and offer Pointpack suitable substitute Premises

where available. Where Studenac is unable to provide the Services at any or all of its PUDOs for a period of more that fourteen consecutive days (14) then Parties shall agree on whether to maintain such inoperative PUDO as effective for the Agreement within 7 days since Pointpack's notification. Otherwise Pointpack shall be entitled to terminate the Agreement in relation to those particular PUDOs affected by serving upon Studenac notice in writing. Studenac may provide a list of PUDOs seasonally excluded from the services for the period of summer holidays (from June till end August) due to high touristic impact on their operation. The list shall be provided one month in advance before the commencement of the exclusion period. The exclusion hereunder shall not affect more than 5% of total number of Studenac's stores.

4. In the event there is underperformance at any of PUDOs both parties will then apply reasonable endeavors by an agreed action plan to increase performance of the PUDO. If the performance does not increase despite the action plan, Studenac can offer to Pointpack a suitable substitute Premises to establish PUDO or Studenac can terminate the Agreement for that particular PUDO.
5. Studenac shall not knowingly accept any shipment (Parcel) containing Prohibited and Restricted Items or any item notified by Pointpack to Studenac in writing. In the event that the shipment contains any Prohibited or Restricted Items and that this is brought to Studenac's staff attention by Customer then Studenac staff will not accept to receive the Parcel but will refer the Customer to Helpdesk.
6. PUDOs shall be operated by STUDENAC at its own cost. In particular, STUDENAC shall cover the costs of all legal titles to the Premises where PUDOs are organized and the equipment needed to provide the Courier Services, i.e. a computer with access to the Internet, a barcode and QR code reader, a POS System, as well as the costs of employing staff to handle the Parcels and shipments.
7. Studenac shall at its own cost be solely responsible for taking out and maintaining in force during the term of this Agreement such insurance policies as are appropriate and adequate with a reputable insurance company having regard to its obligations and liabilities under this Agreement including, but without limitation, public (third party) liability insurance for a minimum amount of cover of 500.000. EUR on each and every claim basis, in particular covering the loss or damage of Parcels in PUDO irrelevantly from its cause.
8. From time to time Pointpack or a Courier Company may inspect the shipments and all shipments recorded in the presence of Sudenac employees and audit performance of the Services against the service levels established hereunder. Such audits may result in Pointpack agreeing with Studenac a list of requirements which Studenac will take action within reasonable time. Pointpack will give to Studenac seven (7) days prior notice in writing of any such audit although it reserves the right to monitor performance in the sales area of particular PUDO without notifying Studenac or staff at PUDO to ensure quality levels are at necessary levels.
9. STUDENAC is obliged to exercise due diligence in the preparation and storing of all documents relevant to the provision of the Services, in particular address labels and receipts of release of Parcels to Couriers or Customers. STUDENAC is obliged to keep the documents for a period of 12 months from the date of their generation.
10. In the event of damage to a Parcel, STUDENAC shall be obliged to use all means at its disposal to mitigate the damage, to prevent it from increasing and to protect the directly threatened property from damage. STUDENAC is obliged to notify Pointpack

of any loss of the Parcel and, in the case of theft or misappropriation of the Parcel, STUDENAC is additionally obliged to notify that fact to the Police.

11. Pointpack shall be entitled to immediately restrict or block access to Pointpack System if it suspects that an event has occurred in Pointpack System which threatens the secure operation of the Pointpack System or STUDENAC's actions or omissions pose a threat to the security or integrity of the Pointpack System.
12. Pointpack shall not guarantee any volumes of Parcels to be delivered or received in PUDOs.
13. Studenac shall not refuse to collect Parcels from Couriers or Customers (senders) except in cases explicitly agreed herein, in particular in Schedule 1.

V. PUDOs

1. Studenac shall perform the Services at PUDOs and during all the hours that any individual PUDO is open for business. PUDOs shall comply with the requirements listed in Procedure for Handling and Security of Parcels. A list of the Premises where PUDOs shall be organized, indicating their name, address, location, opening days and hours, as well as contact details and the responsible manager, shall be attached upon an annex at the request of Pointpack. Studenac shall provide at least 600 premises for PUDO by the end of 2024.
2. Studenac may alter the opening hours of any or all PUDOs at its sole discretion and will give Pointpack reasonable notice of such change as soon as possible following Studenac being aware of its intention or requirement to alter its trading hours. Where Pointpack reasonably believes that proposed alteration to trading hours at any or all PUDOs will be detrimental to the Services at such PUDO then Parties shall conclude a solution on further operation of such PUDO affected. However Pointpack may give 30 days notice to terminate the Agreement in relation to those particular PUDOs in case the solution is not agreed within a seven days since first notification.
3. The Premises data referred to in subclause 1 will be displayed and processed in the Pointpack System and, with the exception of the manager and contact details, in the Pointpack's and Courier Company's electronic systems made available to Customers to enable them to enter into a contract for courier services.
4. STUDENAC undertakes to notify Pointpack of changes to the data set out in subclause 1 and any inconsistency of such data with that given in the Pointpack System. In the event of a discrepancy between the data and the data disclosed in the Pointpack System, the data in the Pointpack System shall be deemed to be up to date unless STUDENAC demonstrates that it has given notice of the change or discrepancy.
5. Throughout the term of the Agreement Studenac shall provide Pointpack with details of its additional Premises to be included within the terms of this Agreement. The STUDENAC is entitled to notify Pointpack of new Premises to be organized into PUDOs. The application to organize a new PUDO should contain the data referred to in subclause 1. Pointpack has the right to accept or refuse to organize a PUDO at a given premises.
6. Whenever STUDENAC is unable to provide the Services at a given PUDO, plans to withdraw the Services from a given Premises or suspends them, it shall notify Pointpack immediately in order to enable Pointpack to transfer and collect the Parcels to another PUDO or to a Customer or Courier, and to deactivate the PUDO

in the Pointpack System. This does not apply to customary interruptions in the operation of the Premises not exceeding 30 minutes.

7. A reduction in the number of PUDOs arranged under the Agreement to a number lower than 20% of the highest number of PUDOs arranged under this Agreement shall entitle Pointpack to terminate the Agreement with immediate effect.
8. Each PUDO must meet the minimum standards of premises and security as set out in Schedule 1 Procedure for Handling and Security of Parcels. In particular STUDENAC is obliged to store the Parcels at the PUDOs in rooms with adequate security against access by third parties, with the exception of access by STUDENAC's authorized employees or collaborators and persons duly authorized by STUDENAC to act on its behalf or its legal representatives. STUDENAC is required to give immediate notice of any identified failure to meet the standards.
9. STUDENAC shall be responsible for the safekeeping of all Parcels accepted by it and shall deliver them to Courier or Customer complete and intact and with all required documentation. STUDENAC shall immediately report any loss or damage to the Parcels to Pointpack. (helpdesk-hr@pointpack.com).
10. Responsibility and risk for Parcels shall pass from Studenac to Courier or Customer when they are physically delivered from Studenac to Courier or Customer accordingly as evidenced by writing or electronic confirmation authorized on behalf of both STUDENAC and Courier or Customer accordingly.
11. All goods transported remain the property of the Customers and STUDENAC while in possession of Parcels shall not have no property or other rights therein.
12. STUDENAC agrees that Pointpack may provide information about PUDOs to the relevant government authorities in connection with regulatory obligations relating to the operation of postal outlets, if such an obligation is required.
13. In any event Pointpack shall be entitled to deactivate any PUDO at its discretion. It shall be obliged to notify STUDENAC of such deactivation.
14. All notifications and requests referred to in this paragraph should be sent to the following Pointpack email address: karolina.antas@pointpack.pl, karolina.koscielecka@pointpack.com .

VI. Liability

1. STUDENAC shall be strictly liable to Pointpack for loss, deterioration or damage to the Parcel while the Parcel was in STUDENAC's custody, i.e. from the moment of reception (collection) of the Parcel from the Customer or Courier to the moment of delivery of the Parcel to the Courier or Customer accordingly, all in accordance with the Procedure of Handling Parcels which is attached to this Agreement with the exception of damage arising as a result of:
    a. force majeure,
    b. due to a breach of the General Terms and Conditions by the sender or addressee,
    c. exclusively due to the special susceptibility of the item being shipped to damage as a result of its defects or natural characteristics.
2. For any damage to the Parcel, loss of its contents or loss of the Parcel, while the Parcel was under STUDENAC's custody, STUDENAC will be charged a liquidated damage of 50 EUR for each damaged or lost Parcel. Pointpack will be entitled to claim from STUDENAC full compensation exceeding the amount of the stipulated

contractual penalty. The extent of the damage will be determined by the value of the Parcel declared by a Customer or the amount of compensation paid by Pointpack to the Courier or directly to the Customer.

3. Notwithstanding the compensation referred to in subclause 2, STUDENAC will also be obliged to pay Pointpack other costs in respect of complaints concerning the Services, in particular the costs of reimbursement of fees for the Services which has to be proved with relevant documents and the litigation costs incurred by Pointpack ,determined by the court, as a result of litigation concerning the Services.
4. STUDENAC shall also be liable to Pointpack for STUDENAC's non-performance or improper performance of its obligations regarding the provision of parcel secrecy protection as it is defined under paragraph X of this Agreement while Pointpack being charged with an administrative penalty, fine or obligation to pay damages. Liability for breach of data protection obligations shall be set out in the Personal Data Processing Agreement concluded between the Parties pursuant to Article 28 GDPR.
5. Otherwise than agreed herein, the Parties shall be liable to each other on general basis, with the proviso that such liability shall be limited to actual damage and liability for lost profits shall be excluded, i.e. neither party shall be liable for any consequential, incidental or indirect damages, such as pure economic loss, loss of income, profits, interests, business opportunities or loss of goodwill.
6. STUDENAC shall be liable for the actions of its personnel and any third parties through whom it performs the Agreement as for its own actions, in particular its employees and subcontractors.
7. Pointpack shall not be liable for any financial losses arising from failure in meeting expected Studenac shipment volumes.

VII. Breach of Service Procedures

1. In the event of repeated breaches of the procedures set out for the Services, Pointpack may, after the STUDENAC has set an appropriate period to remedy the breaches, temporarily suspend the provision of Services at the PUDO in question by deactivating it in the Pointpack System and stopping the PUDO from being available to Customers on the Pointpack and Courier Companies' websites.
2. Pointpack shall be entitled to charge STUDENAC with liquidated damages in the amount of 10 EUR per Parcel (breach) for the following breaches of the procedures set out for the Services:
    a. Failure or 3 hour delay in registering the delivery of the Parcel to the Customer in the Pointpack System,
    b. Failure or 3 hour delay in registering reception of the Parcel from the Customer or Courier in the Pointpack System,
    c. Failure or 3 hour delay to report an interruption in the operation of the PUDO,
    d. Failure or delay to report information on the opening days and hours of the PUDO.
3. Pointpack shall be entitled to claim full compensation from STUDENAC in excess of the contractual penalty stipulated above.
4. The liquidated damages set above shall not exceed a 10% of monthly remuneration earned by Studenac in a month the breaches were committed.
5. Pointpack shall send a receipt with explanation of the breach and a proof on meeting the requirements on application of contractual penalty.

VIII. Remuneration

1. In consideration for the performance of the Services, STUDENAC shall be entitled to remuneration calculated as the product of the Services of the relevant type performed at each PUDO and the unit rate of remuneration for the relevant Service.
2. Studenac is entitled to net unit rate of remuneration amounting to 50% of the net unite rate obtained by Pointpack from the Courier Company for the relevant Service referred to in clause I.3, however with reservation that Parties shall seek in any case to gain a remuneration unit rate due for Pointpack from the Courier Company in an amount not less than 0,6 EUR net to split.
3. The remuneration referred to in subclause 1 and 2 will be settled according to monthly reports received from the Pointpack System. The report will include a summary and collation of all Services carried out during the stated period by each PUDO with an indication of the type of service and their quantity. The report shall be generated and sent to the email addresses designated by STUDENAC (accounting:tatijana.fistanic@studenac.hr, monika.markovic@studenac.hr and operations: franko.bilic@studenac.hr, marko.mihailović@studenac.hr , promptly at the end of each month and no later than the 10th working day of each month for the previous month's period. The monthly report received from the Pointpack System is the basis for the STUDENAC to issue a VAT invoice.
4. Pointpack shall pay the remuneration within 15 days of receipt of the invoice to the bank account of STUDENAC **HR9423600001102735612** each time indicated on the VAT invoice.
5. The remuneration referred to in paragraph 1 shall cover the entire process of providing the Services at the PUDOs. STUDENAC shall not be entitled to additional remuneration or reimbursement of any costs associated with the provision of the Services or any implementation process.
6. STUDENAC shall not have a right of lien on the Parcels as security for remuneration claims.
7. Pointpack agrees to receive invoices electronically. Invoices shall be sent from email addresses with the domain @pointpack.com to Poinpack's email address: invoice@pointpack.com

IX. Marketing and Press Communication

1. STUDENAC agrees that Pointpack may use STUDENAC trademark on its website and on advertising materials for marketing and information purposes related to the performance of the Agreement. Prior to the placement of the trademark referred to in the previous sentence, Pointpack will send a draft design including the use of the logos to STUDENAC for approval. The use of the "STUDENAC" designation by Pointpack requires the prior consent of STUDENAC.

2. Pointpack consents to STUDENAC's use of the "Pointpack" trademark on its website and advertising materials for marketing and information purposes relating to the performance of the Agreement. Pointpack agrees that STUDENAC may also use the "Pointpack" trademark in combination with other words, trademarks and other signs. Prior to the placement of the trademark referred to in the preceding sentences, STUDENAC will send a draft design including the use of the logos for Pointpack's approval.
3. As part of its marketing activities, STUDENAC undertakes to promote the cooperation with Pointpack by, among other:
    a. Displaying of marketing materials, including posters, flyers, brochures incorporating the Pointpack trademark ("logo"),
    b. Exhibition of digital materials (e.g. website, fanpage, newsletter) incorporating the Pointpack trademark ("logo") in STUDENAC-owned online channels,
    c. Activities to encourage customers to pick up parcels at PUDOs,
    d. PR communication,
4. Pointpack will promote collaboration with STUDENAC by:
    a. mailings to the individual Customers base,
    b. mailings to the business Customers base,
    c. communication of cooperation on the website,
    d. Placement of STUDENAC's trademark ("logo") on the map of points and on the Pointpack and Courier Customers' websites via the map of collection points,
    e. Promotion of cooperation on Pointpack consumables, i.e. envelopes, foil packs,
    f. Promotion on the Track&trace website.
5. The parties will make their visual communication materials available to each other to jointly communicate Services.
6. All press releases (on the Internet and in other media) of the Parties in connection with the cooperation shall require the consent and authorisation of the other Party.
7. STUDENAC agrees to mark PUDOs with Pointpack logo materials to the extent agreed by the Parties - outside and inside the facility, as well as to allow Pointpack to place in PUDO advertising and operating materials provided by Pointpack.
8. STUDENAC may only use Pointpack's trademark and Pointpack's consumables and advertising materials in connection with and for the purpose of performing the subject matter of the Agreement, i.e. to inform Customers about STUDENAC's cooperation with Pointpack and the principles of Services as described in Pointpack's documentation. The authorisation referred to in the preceding sentence is non-exclusive and non-transferable.
9. STUDENAC may include on the homepage of any of its websites related to STUDENAC's business Pointpack's trademark combined with a link directing to Pointpack website or on an internet domain owned by STUDENAC and bearing information about the possibility of sending and receiving parcels at PUDO.
10. Pointpack and STUDENAC shall be entitled to revoke the permission to use all or part of the trademarks and consumables and/or advertising materials at any time and without giving any reason.

X. Secrecy of Parcels

1. STUDENAC is obliged to maintain secrecy of all Parcels. It is prohibited for STUDENAC to:
    a. disclose or process any information conveyed in shipments (Parcels) and data concerning courier service users or data concerning the fact and circumstances of the provision or use of courier services;
    b. open Parcels or in any way examine their contents, except in the situations specified in the Agreement;
    c. enable unauthorized persons to carry out the activities referred to above.
2. The parties are obliged to ensure that information covered by parcel secrecy is collected, processed and made available in accordance with the applicable law.
3. The Parties are obliged to apply technical and organizational measures to ensure the protection of the information processed which are appropriate to the risks and categories of data to be protected, considering the nature, scope, context and purpose of the processing and the risk of violation of the rights or freedoms of natural persons of varying probability and gravity.

XI. Confidentiality

1. Parties are obliged to keep confidential any information received from the other Party in connection with the conclusion and performance of the Agreement. This obligation also applies to information received from a contractor, advisor or representative of a Party.
2. Confidentiality shall apply to all information communicated by one of the Parties to the Agreement to the other Party, irrespective of the manner of its communication (orally, in writing, on an electromagnetic medium or otherwise), and to all economic information in the possession of the Parties, including commercial, technical or organizational information, know-how concerning one of the Parties or its collaborators and contractors and companies with capital links to one of the Parties, obtained by the other Party in connection with or during the performance of the Agreement between the Parties, and in particular to the following information:
    a. covered by data protection legislation,
    b. concerning the strategy and organization of the Parties' business,
    c. concerning the Parties' financial and marketing policies,
    d. concerning the rules of distribution, supply of Parties,
    e. concerning the Parties' technological process,
    f. concerning the Parties' IT systems and software,
    g. concerning the rules of distribution, supply of Parties,
    h. concerning the Parties' commercial offers,
    i. concerning the prices offered by the Parties,
    j. concerning the Parties' customers,
3. except for:
    a. the Receiving Party can proof is already in the public domain or becomes available to the public through no breach of this Agreement;
    b. was rightfully in the Receiving Party's possession without obligation of confidence prior to receipt from the Disclosing Party as proven by its written records;

c. can be proven to have been rightfully received by the Receiving Party from a third party without obligation of confidence;
d. is independently developed by the Receiving Party as proven by its written records;
e. is approved for release by written agreement of the Disclosing Party;
f. is required to be disclosed in order to comply with a judicial order to decree.

4. Parties acknowledge that the Pointpack System is the exclusive intellectual property of Pointpack and a protectable subject of copyright. In particular, the source code of the Pointpack System is proprietary and is not shared with the other Party or any other party. Pointpack does not transfer the copyright in the Pointpack System to STUDENAC and STUDENAC has no right to use the System other than as expressly set out in this Agreement and for the purpose of performing this Agreement. Pointpack only grants to STUDENAC a non-exclusive and non-transferable license to use the Pointpack System to the extent necessary for the performance of this Agreement for the term of this Agreement. STUDENAC shall also not use in its business any solution underlying any element of the Pointpack System.
5. The obligation referred to in paragraph 1 above shall be of an indefinite nature and shall continue to bind the parties even after the termination or expiry of this Agreement.

XII. Intellectual Property

Parties acknowledge that the Pointpack System is the exclusive intellectual property of Pointpack and a protectable subject of copyright. In particular, the source code of the Pointpack System is proprietary and is not shared with the other Party or any other party. Pointpack does not transfer the copyright for the Pointpack System to STUDENAC and STUDENAC has no right to use the System in a manner other than as expressly set out in this Contract and for the purpose of performing this Contract. Pointpack only grants to STUDENAC a non-exclusive and non-transferable license to use the Pointpack System to the extent necessary for the performance of this Contract for the term of this Contract. STUDENAC must also not use in its business any solution underlying any element of the Pointpack System.

XIII. Personal Data Processing

1. Both Parties shall comply with their respective obligations under the applicable data protection legislation, including GDPR.
2. The principles and manner of processing of personal data in connection with the performance of the Agreement shall be set out in the Personal Data Processing Agreement attached as **Schedule 2 – Personal Data Processing Agreement**.

XIV. Term of Agreement and termination

1. This Agreement shall commence on the Agreement Date for the indefinite period of time.
2. Notwithstanding anything else contained herein, either party may terminate this Agreement as follows:
   a. By serving upon the other not less than 3 (three) months' notice in writing, provide such notice shall not be effective if served less than twelve months from the Agreement Date,

b. If the other Party commits a material breach of this Agreement which is not remedied within 14 days of a written notice from the other Party specifying the breach,
c. With immediate effect, if STUDENAC is in breach of the Postal secret as defined in as it is defined under paragraph X of this Agreement, and if PUDO or STUDENAC are in breach of confidentiality provisions, or data processing provisions established herein.

3. STUDENAC shall inform Pointpack of any circumstances that may result in the discontinuance or suspension of this Agreement and the date of discontinuance of provision of the Services.
4. In the event of termination of the Agreement or actual cessation of the Agreement performance by STUDENAC, STUDENAC is obliged to release all Parcels located at the PUDOs operated by STUDENAC to the Couriers designated by Pointpack. Pointpack undertakes to give 3 working days' notice of the planned date and time of arrival of the Courier by email to the contact address of the PUDO concerned and the contact address agreed in this Agreement. In the absence of immediate objections from STUDENAC as to the date and time of the Courier's arrival (no later than 18 h after the receipt of the notification) at the Point in question, the date indicated by Pointpack for the collection of parcels from that Point shall be deemed binding.
5. The Parties shall draw up a take-over protocol to confirm the handover of the Parcels. In the absence of a protocol, the Parcels marked in the Pointpack System as being in STUDENAC's possession shall be deemed to be in STUDENAC's actual possession and STUDENAC shall then be liable for their damage, loss or non-delivery by the date agreed with the Customer.
6. In the event that the Parcels are not dispatched to the Courier in the manner referred to in subclause 5, STUDENAC shall furthermore be obliged to pay Pointpack a contractual penalty of 10% of the average monthly revenue from the Services calculated over the preceding three months. The revenue shall be the total amount of STUDENAC's total remuneration for the Services in accordance with the applicable price list achieved by STUDENAC in the relevant calendar month. Payment of the contractual penalty does not exclude Pointpack's ability to claim compensation on general terms.

XV. Notices

Any notice required to be given hereunder shall be sent in English to the address set forth below, which may be changed by either Party upon written notification to the other Party, at least one month in advance. Notice may be delivered by hand, by registered mail or by overnight courier services. Regular day-to-day business correspondence may be done electronically to emails indicated below:

For Pointpack: karolina.antas@pointpack.pl, karolina.koscielecka@pointpack.com, legal@pointpack.com

For STUDENAC: franko.bilić@studenac.hr, marko.mihailovic@studenac.hr

XVI. Final Provisions

1. STUDENAC shall not subcontract its obligation hereunder without the prior written consent of Pointpack. STUDENAC shall be responsible for the appointment and the supervision of its subcontractors and shall not be relieved from its obligations

hereunder or liabilities resulting from the acts or omissions of its subcontractors or its Affiliates or any other involved party.

2. Any amendments to the Agreement shall be null and void unless made in writing.
3. If certain provisions of this Agreement are found to be invalid or ineffective, the remaining provisions of this Agreement shall remain valid and effective and the Parties undertake to replace the invalid or ineffective provisions in a manner consistent with the purpose of the Agreement.
4. All Schedules form an integral part of the Agreement; however, the regulations contained in the Agreement shall prevail in the event of a conflict over the regulations contained in the Schedules.
5. Pointpack is required to notify the STUDENAC, in a provable manner, of any change to the General Terms and Conditions.
6. STUDENAC may not, without Pointpack's prior written consent, assign rights or obligations under the Agreement to third parties, including granting access to the Services performed under the Agreement to third parties. For avoidance of any doubt this does not include change in the ownership of the company.
7. The competent court for disputes arising from the performance of this Agreement shall be the Croatian court in Split. This Agreement has to be interpreted in accordance with Croatian law.
8. This Agreement is signed and executed in two counterparts, one for each Party.

In witness whereof the parties have caused this Agreement to be signed

For and on behalf of Pointpack	For and on behalf of Studenac
Marek Piosik – President of the Board Marek Piosik Prezes Zarządu 25.01.2024 **Pointpack S.A.** ul. Bema 60A, 01-225 Warszawa NIP: 5291799498, REGON: 146090990 KRS: 0000418228	**Nina Mimica**, board member STUDENAC Studenac d.o.o. Četvrt Ribnjak 17 21310 Omiš **Michal Senczuk,** president of the board

Schedules:

1.Procedure for Handling and Security of Parcels,

Appendix 1: Damage report

2. GDPR Personal data processing agreement,

Appendix 1: Personal Data entrusted for processing.

Appendix No. 2: Technical and organizational measures that must be implemented by the Processor in particular.

Appendix 3: List of approved Sub-Processors and subsequent Sub-Processors.

3. Third party liability policy.

Schedule No. 1 – Procedure for Handling and Security of Parcels

I. Introduction

1. This attachment defines the procedure for handling and securing Parcels (hereinafter referred to as the "Procedure") at PUDOs.
2. Whenever the term "Parcel" or "PUDO" is used in this Procedure, it refers to all Parcels handled at PUDOs and all PUDOs.
3. For the purposes of this Procedure, PUDO's employees are understood to be employees employed at PUDOs upon an employment contract, natural persons performing work at PUDOs upon other civil law contract, and natural persons personally operating a PUDO within their business activities.
4. Each PUDO should have an email account and a phone number.
5. Changes to and/or PUDO data (especially legal form of the PUDO, PUDO address, opening hours, phone number, and contact email address) shall be promptly reported by the PUDO to the Operational Support Department. After the report, Pointpack makes the appropriate updates in the Pointpack System.
6. During Parcel handling, PUDO may seek assistance from the Operational Support Department via email at helpdesk-hr@pointpack.com or via phone number, which will be provided to Studenac before start of the project.

II. Definitions

The terms defined below apply to this Procedure:

Address Label – a document specifying the delivery location of the shipment (Parcel) and recipient details, or a waybill as defined by the Road Transport Law depending on the terms of the courier service specified in the courier service regulations by the Courier Company;

Shipping Code – an identification number for the Parcel, allowing for dispatch at PUDO without the need to print a label;

Instruction - Pointpack System operating instructions;

Customer - any person, firm or company to whom Courier Company provides parcel transportation and other courier, express or postal services, in particular that uses, as a sender or recipient, courier services at PUDOs on the basis of individual contracts for courier services concluded with Courier Company;