

Document Title					Strona 1 z 5
Rules for personal data processing					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_003	001	2026-09-01	

Rules for personal data processing

§ 1

Conclusion of a personal data processing agreement

By submitting and accepting the Order, the Parties enter into a personal data processing agreement for a period of time corresponding to the period of the Order's performance, under the following conditions:

§ 2

Definitions of terms

All references in this data processing agreement to:

1. **'DSV'** - shall mean DSV Road Sp. z o.o., with its registered office in Duchnice, at 40/42 Ożarowska Street, 05-850 Ożarów Mazowiecki, entered in the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register, under KRS number: 0000010314, Tax Identification Number (NIP): 113-00-17-933, share capital of 343.110.000,00 PLN.
2. **'Client'** - shall mean the entity that contracts DSV for forwarding, carriage or other services as specified in the order,
3. **'Data Controller'** - shall mean the natural or legal person, public authority, body or other entity which independently or jointly with others determines the purposes and means of the processing of personal data,
4. **'Data Processor'** - shall mean a natural or legal person, public authority, entity or other body that processes data on behalf of the Data Controller,
5. **'Personal Data'** shall mean any information relating to an identified or identifiable natural person ("Data Subject"),
6. **'Data Processing'** - shall mean 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, organisation, arrangement, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
7. **'Information System'** - shall mean a set of cooperating devices, programs, information processing procedures and software tools used for data processing,
8. **'Agreement'** - shall mean this personal data processing agreement,
9. **'General Data Protection Regulation', 'GDPR'** - shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

§ 3

Subject Matter of the Data Processing Agreement

1. The subject matter of the Agreement is the mutual entrustment in the processing of personal data by the Parties, in connection with the cooperation of the Parties within the scope specified in the Order.
2. The Client declares that it is the Data Controller of the data referred to in §4(1) of the Agreement.
3. DSV declares that it is the Data Processor in relation to the data referred to in §4(2) of the Agreement.
4. DSV declares that it has a written, general consent for the subcontracting of the processing of the personal data referred to in §4(2) of the agreement from the Data Controllers, i.e., subcontractors providing transport services to DSV.
5. The Parties entrust, on the basis of Article 28 of the General Data Protection Regulation, the processing of personal data and undertake mutually to process them in accordance with the law and the principles set out in the Agreement.
6. The Parties shall process personal data only to the extent and for the purpose specified in the Agreement.

§ 4

Entrustment of personal data

1. The Client entrusts DSV with the processing of its customers' personal data.
2. DSV entrusts the Client with the processing of personal data entrusted by subcontractors, i.e., the personal data of

Document Title					Strona 2 z 5
Rules for personal data processing					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_003	001	2026-09-01	

the drivers.

3. The scope of personal data entrusted for processing, indicated in §4(1) of this Agreement, includes, in particular, data such as: first name, surname, address of residence, place of dispatching or collecting consignment, registered office address, PESEL, NIP, contact phone number, e-mail address and any other categories of data that may be necessary for the execution of the order.
4. The scope of personal data entrusted for processing, indicated in §4(2) of the Agreement, includes data such as: first name, surname, PESEL, contact phone number, document number (driving licence, identity card or passport).
5. The type of data entrusted does not include so-called special categories of data and personal data relating to criminal convictions and infringements within the meaning of the General Data Protection Regulation.
6. The purpose of entrusting the processing of personal data is to provide freight forwarding, transport or other services specified in the order.
7. DSV shall, within the scope of the purpose specified in clause 6 above, be entitled to perform the following operations on the entrusted data: collection, storage, viewing, disclosure by transmission, deletion, destruction as well as other operations necessary for the execution of the order.
8. The Client, within the scope of the purpose set out in clause 6 above, is entitled to perform the following operations on the entrusted data: collection, storage, deletion, destruction.
9. The processing of the data shall be carried out in paper form or using information systems.

§ 5 Duties of the Parties

1. The Parties shall process the personal data entrusted to them under the terms and conditions, and in accordance with, the applicable laws. In particular, the processing of the entrusted data shall be carried out in accordance with the following provisions: The General Data Protection Regulation, the Personal Data Protection Act and other legislation relevant to the processing of personal data.
2. In connection with the entrustment of the processing of personal data, the Parties undertake to:
 - 2.1. process personal data solely on the basis of the Agreement or other documented instructions from the Parties, which shall be deemed to be instructions given in writing or electronically,
 - 2.2. ensure that persons authorised to process personal data are under an obligation of secrecy or are subject to an appropriate statutory obligation of secrecy,
 - 2.3. take any actions ensuring security of the Personal Data entrusted for processing, including to implement (taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons posed by the processing) appropriate technical and organisational measures to ensure the level of security appropriate to that risk, including, as appropriate:
 - 2.3.1. the pseudonymisation and encryption of personal data,
 - 2.3.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
 - 2.3.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident,
 - 2.3.4. regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing,
 - 2.3.5. compliance with the conditions of entrusting the Personal Data for processing to another entity, as set forth in §7,
 - 2.3.6. active co-operation with the Data Controller throughout the entire period for which the personal data is entrusted for processing, in particular the Parties shall take into account the nature of the processing, using the appropriate technical and organisational measures, and shall assist each other (to the extent possible) in fulfilment of its obligations towards the persons whose personal data is processed and, taking into account the nature of the processing and the available information, the Parties shall assist the Data Controller in fulfilment of its obligations in the scope of ensuring security of the personal data and compliance with the obligations set out in Articles 32-36 of the General Data Protection Regulation.
3. A Party undertakes to immediately notify the other Party, of:
 - 3.1. any legally authorised request to make personal data available to a competent authority of a State, unless the prohibition of notification to a Party derives from the law, in particular criminal proceedings, where the prohibition is aimed at ensuring the confidentiality of an initiated investigation,
 - 3.2. any unauthorised access to the personal data,
 - 3.3. any request obtained directly from the persons whose personal data is processed by the Data

Document Title					Strona 3 z 5
Rules for personal data processing					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_003	001	2026-09-01	

Processor, if such a request concerns the processing of such person's personal data, and the Data Processor shall refrain from responding to such a request unless it was authorised to do so by the Parties.

4. The Parties shall, at any written request of the other Party, provide a comprehensive written response, to the questions addressed, on issues related to the processing of the entrusted personal data.
5. The response referred to in clause 4 above shall be provided by the Parties without delay, but no later than 7 working days after receipt of the request.
6. In the event of a personal data breach that threatens the security of the personal data entrusted for processing, i.e., in particular the occurrence or suspected occurrence of any of the following: theft, unauthorised access or use, disclosure, loss, damage or destruction of the entrusted personal data or any other improper or unlawful processing of the entrusted personal data, the Party shall:
 - 6.1. immediately upon becoming aware of a personal data breach, but in any event no later than forty-eight (48) hours after becoming aware of such a breach, provide the Party with notice of such incident and provide such assistance and further information as may be reasonably required by the Party in connection with such an incident,
 - 6.2. Immediately upon becoming aware of a personal data breach, make every reasonable effort to investigate the personal data breach, as well as take measures, in consultation with the Data Controller, to eliminate or minimise the adverse effects of such an incident, as well as to minimise the risk of a similar incident recurring in the future, and
 - 6.3. only if this has been previously agreed in writing by the Party, notify the individuals affected by the personal data breach of the breach.
7. The Data Processor is obliged to inform the Data Controller without delay if, in its opinion, an instruction given to it constitutes a breach of the General Data Protection Regulation or other data protection regulations.

§ 6 Right to inspect

1. Each Party has the right to control the processing by the other Party of the Personal Data entrusted to it from the point of view of the compliance of this processing with the law and the provisions of the Agreement in the form of an audit carried out by the Party or an auditor,
2. Information on the date and scope of the audit referred to in clause 1 above shall be communicated to the Party at least 14 (fourteen) days in advance,
3. The Party shall allow and contribute to the Party, or an auditor authorised by the Party, to conduct the audit referred to in clause 1. In particular, the Party shall provide access to all materials and systems in which the processing of the Party's data is carried out and allow access to the personnel involved in the processing.
4. The Party, or an auditor authorised by the Party, shall sign a confidentiality undertaking prior to the commencement of the audit activity to keep confidential any information obtained during the conduct of the audit.

§ 7 Sub-processing

1. DSV has the right to subcontract the personal data referred to in §4(2), to the extent and for the purpose necessary to fulfil the purpose of the entrustment of personal data as defined in §4(6) (general consent of the Client for the subcontracting of personal data processing).
2. DSV is obliged to inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes.
3. If another data processor fails to fulfil its data protection obligations, the full responsibility towards the Client for the fulfilment of the obligations of this other data processor shall rest with DSV.
4. DSV shall not transfer personal data to a third country, i.e., a country outside the European Economic Area, unless the Client gives its written consent. After the Client has given consent to the transfer of personal data to a third country, DSV may only transfer such data if:
 - 4.1. it has been established by a decision of the European Commission that the third country of destination ensures an adequate level of personal data protection, or
 - 4.2. other measures have been put in place which, in accordance with applicable law, legalise the transfer of data to that third country, such as: a legally binding and enforceable instrument, binding corporate rules, standard clauses adopted by the European Commission, standard clauses adopted by a supervisory authority, codes of conduct; a certification mechanism.

Document Title					Strona 4 z 5
Rules for personal data processing					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_003	001	2026-09-01	

§ 8 Liability of the Parties

1. The Parties shall be liable for any disclosure or use of personal data in breach of the Agreement and applicable law.
2. In each case, the liability of the Parties shall be limited to actual damage (damnum emergens), excluding lost profits (lucrum cessans) or indirect damage, regardless of whether the basis for claiming damages is an agreement (ex contractu) or a tort (ex delicto), except where mandatory law provides otherwise.

§ 9 Deletion or return of personal data

1. Depending on the decision of the Parties in this respect, within 30 working days from the date of termination of the Agreement, the Party shall be obliged to delete or return any personal data entrusted to it and remove any existing copies of such data, unless the applicable laws require that such personal data be stored.
2. Entrustment of the processing of personal data shall continue until the expiry of the aforementioned period.
3. The deletion or return of data shall be recorded in an appropriate report, in the manner and in accordance with the rules laid down by the Data Controller.

§ 10 Miscellaneous provisions

1. The processing of data shall only be permitted for the purpose specified in §3(6) of the Agreement.
2. Rules of communication between the Parties:
 - 2.1. In the case of written communication - delivery by post (registered letter), courier or in person to the addresses specified in the Agreement,
 - 2.2. In the case of electronic communication - to the following e-mail addresses:
 - 2.2.1. to DSV: e-mail ...
 - 2.2.2. to the Client: e-mail ...
3. Any change in the data referred to in clause 2(2) above shall not constitute an amendment to the Agreement and shall only require written notification to the other Party. Pending notification of a change of data, the existing contact details are deemed to be correct.
4. Notifications made in accordance with clause 2 above shall be deemed to have been duly effected Notwithstanding confirmation that the notification has reached the addressee, it shall be deemed to have reached that addressee 14 days after the date of dispatch by the sender.

§ 11 Duration and termination of Agreement

1. The Agreement is concluded for a fixed term corresponding to the period of performance of the order referred to in § 9(3) of the Agreement.
2. The party acting as the Data Controller in this context is entitled to terminate the Agreement with immediate effect if the Data Processor:
 - 2.1. has used the personal data in a manner infringing the Agreement,
 - 2.2. implements the Agreement in a manner infringing the applicable laws,
 - 2.3. has not discontinued the incorrect processing of personal data,
 - 2.4. has notified of its inability to perform the Agreement, in particular the requirements set forth in §5 of the Agreement.
3. If one of the Parties is in gross breach of its obligations under the Agreement, the other Party may terminate the Agreement with immediate effect and demand compensation for the damage suffered as a result of such breach.

§ 12 Final provisions

1. Any matters not regulated in this Agreement shall be governed by the relevant provisions of the Polish laws,
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Status: In force

Document Title					Strona 5 z 5
Rules for personal data processing					
Document Type	Document Category	Document Number	Issue	Effective Date	
Ogólne Wymagania	Ogólny	OW_O_QRS_003	001	2026-09-01	

2. Any amendments, supplements to the Agreement, as well as declarations made in connection with this Agreement, i.e., a declaration of termination or dissolution of the Agreement, shall require for their validity to be made in writing or in an equivalent form, i.e., electronically with a qualified electronic signature, subject to those situations in which the Agreement expressly provides for the possibility of making amendments in another form.
3. The Parties agree that in the case of disputes arising in connection with the performance of the Agreement, they will endeavour to resolve them amicably. In the event that the dispute is not resolved amicably, the general court of general jurisdiction shall have jurisdiction over the dispute.
4. This Agreement is executed in two counterparts, one for each Party.

DSV	Client