

SUBCONTRACT AGREEMENT

on provision of external agronomist services
(hereinafter referred to as the "Agreement")

Concluded by and between

EIT Food CLC North-East sp. z o. o.

registration number: 0000699422 (District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register)
having its registered seat at: Mokotowska 64, 00-534 Warsaw, Poland
VAT number: PL5213800253
REGON: 36861386100000

represented by: Marja-Liisa Meurice, President of the Management Board
(hereinafter referred to as **"EIT Food CLC"** or **"CLC"**),

and

.....
registration number:
having its registered seat at:
VAT number:
REGON:

represented by:,
(hereinafter referred to as **"Subcontractor"**),

Hereinafter referred to collectively as "the Parties"

I. Scope of the Services

- 1.1. CLC shall engage the Subcontractor and the Subcontractor shall provide the external agronomist services (hereinafter: "Services"), under the terms of this Agreement.
- 1.2. The Subcontractor will be available to provide the Services to CLC between the date of signature of the Agreement and December 2022.
- 1.3. The scope of the Services is as follows:
 - 1.3.1. Delivering technical input to the development of publicly funded [EIT Food Regenerative Agriculture Programme](#) in the CEE region for at least one of the three sectors of production : horticulture, arable

crops or permanent pasture/grassland, by advising and supporting EIT Food subcontractors that implement the Programme in 5 countries: Bulgaria, Czech Republic, Hungary, Poland, and Slovakia,

1.3.2. Advising, and driving activities around regenerative agriculture in collaboration with EIT Food partners, external corporates and organisations, and regularly develop a market report on the state of regenerative practices implementation in the aforementioned CEE countries,

1.3.3. Contributing to the development of business methodology and service provision model for EIT Food Regenerative Agriculture Programme for the CEE region,

1.3.4. Supporting EIT Food acceleration programmes for agriculture by advising, assessing applications, contributing to the database of latest technological innovations, such as microbiological soil tests, biofertilizers, precision agriculture solutions, etc.

1.4. The Services will be provided in English and Polish.

1.5. The provision of the Services may also include providing explanations as to the draft documents prepared, conducting e-mail correspondence or participation in meetings and teleconferences in Polish and English

1.6. The relationship of the Subcontractor to CLC will be that of independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of EIT Food CLC and the Subcontractor shall not hold himself out as such. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Subcontractor shall be fully responsible for and shall indemnify CLC for and in respect of any liability arising from any employment-related claim or any claim based on worker status.

1.7. Neither of the Parties shall assign or sub-license any of its rights or obligations under this Agreement without the prior written consent of the other.

II. Obligations of Subcontractor

2.1. The Subcontractor undertakes to complete the Services with all due skill, care and diligence in accordance with the Agreement, and the relevant binding legal acts.

2.2. The Services should be provided up to 8 hours a day, 5 days a week, with events also taking place on weekends.

2.3. The Subcontractor shall notify CLC immediately if he/she cannot complete the Services either in whole or in part according to the requirements, or if sees any problems that can cause delay in completion.

2.4. The CLC undertakes to provide the Subcontractor with the documents and information necessary to provide the Services.

2.5. The Subcontractor organises the Services in such a manner as to ensure that they are completed according to the requirements of CLC, and shall proceed in accordance with the instructions of CLC.

In case of any doubt, the Subcontractor is obliged to contact CLC and require CLC's decision on the doubtful issues.

2.6. The Subcontractor shall apply the specific rules indicated by the EIT Food CLC regarding proper implementation, conflict of interest, confidentiality and security, ethics, visibility, specific rules

for carrying out action, information and record-keeping resulting from the EIT Food CLC contract with the European Institute of Innovation and Technology (EIT) under the Horizon Europe.

- 2.7. The Subcontractor will be required to ensure that the European Institute of Innovation and Technology (EIT), the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), and other similar bodies can exercise powers relating to controls, reviews, audits and investigations and evaluation of project results, resulting from the EIT Food contract with the European Institute of Innovation and Technology (EIT) under the Horizon Europe (the "Grant Agreement").
- 2.8. When performing the Services, the Subcontractor shall use its own tools and materials, as well as work forces.
- 2.9. The Subcontractor is entitled to involve subcontractors only with the prior written consent of CLC. Subcontractors need to be selected taking into account the best value for money criterion or, if appropriate, the lowest price. In doing so, the Subcontractor must avoid any conflict of interest in the meaning of art. 12 of Horizon Europe Model Grant Agreement. If the Subcontractor involves any subcontractors, then the Subcontractor shall be liable for any and all works performed by these subcontractors as if the Subcontractor has performed those works itself.
- 2.10. The deadlines for the provision of individual Services will be determined on the basis of the EIT Food CLC project work schedule and the arrangements made each time with the EIT Food CLC.
- 2.11. The Subcontractor shall continuously inform the CLC during the completion of Services, especially if any information for completion is necessary for the CLC, including for the reporting or auditing purposes.
- 2.12. CLC shall issue on a monthly basis a Performance Certificate (referred to as "Performance Certificate") after completion of Services. In case certain Services are not implemented properly or timely, they will not be included in the Performance Certificate. In such case, the article 3.9 applies.

III. Service fee, terms of payment

- 3.1. For the appropriate provision of the Services, the Subcontractor is entitled to the fee ("the Fee") in the amount of (in words:)net. Such a fee shall be charged monthly in arrears.
- 3.2. The Fee for the Services is set up in line with the Subcontractor's offer, constituting Attachment 1 to the Agreement.
- 3.3. The valid invoice should be issued for: EIT Food CLC North-East sp. z o.o., Mokotowska 64, 00-534 Warszawa, NIP/VAT no PL5213800253.
- 3.4. The VAT will be added to the Fee in accordance with applicable regulations.
- 3.5. The Fee includes all costs and expenses related to the provision of the Services, such as office and IT equipment.
- 3.6. EIT Food, upon prior approval, will reimburse the Subcontractor, maximum twice a month, for the travel and accommodation costs to meet farmers -on their farms and attend trainings and events. The travel costs reimbursement will be in line with the Regulation of the Minister of Labor

and Social Policy on duties for employees working in a state or local budgetary entities for Business travel of 29 January 2013 (Journal of Laws of 2013, item 167).

- 3.7. The basis for issuing a VAT invoice for the Services is the acceptance of the works without reservations confirmed by the Performance Certificate referred to in article 2.11.
- 3.8. Correctly issued VAT invoices will be payable within 14 days of their delivery to the CLC, by bank transfer to the Subcontractor's bank account indicated on the invoice.
- 3.9. The day of debiting the CLC's bank account is considered the day of payment.

IV. Duration of the Contract, termination

- 4.1. The Parties agree to conclude this Agreement as from the date of its signature by both Parties. The Agreement ends on 31/12/2022.
- 4.2. The Agreement may be renewed in a form of annex for a successive period of at least one (1) year, if CLC confirms fulfilment of the specific criteria, based on objectively measurable indicators set up in article 4.3 below. Once after the first renewal, this Agreement will not be renewed automatically. The Agreement shall automatically end when the Grant Agreement ends. CLC may at any time terminate this Agreement upon notice if the Grant Agreement is terminated or not concluded for a given year.
- 4.3. The specific criteria mentioned in the article 4.2 include:
 1. Provision of the Services in a proper manner, meeting the expectations of the CLC;
 2. Timely provision of agreed upon Services commissioned by the CLC, meeting the deadlines referred to in article 2.9.
- 4.4. If either party is guilty of a serious breach of its obligations under this Agreement in a manner which cannot be resolved, or where the breach could be resolved but is not resolved within 8 days (after receiving a notice from the other party requesting that the breach should be resolved), the other party will be entitled to terminate this Agreement immediately without payment of any compensation.
- 4.5. It is regarded as a serious breach of the Agreement especially if,
 - the CLC
 - shall not pay the Fee or its proportional part,
 - the Subcontractor
 - acts contrary to the CLC's interest,
 - does not provide the CLC with necessary information,
 - violates its confidentiality obligations,
 - falls into delay with completing any of its obligation, or provides defaulted services, causing consequences on the CLC or jeopardize the goal of its projects, or due to the repeatedly fulfilment, defaulted actions Subcontractor loses the CLC's confidence.
- 4.6. The Parties hereby establish that the regulations applicable naturally beyond the period of this Agreement (e.g. confidentiality, warranty regulations, etc.) shall be applied after the termination of the Agreement.

V. Representations and warranties, penalty

- 5.1. The Subcontractor represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts CLC from any liabilities arising from third party claims. Any responsibility arising from this matter will fall upon the Subcontractor.
- 5.2. The Subcontractor represents and warrants that the fulfilment of the Services is performed in accordance with relevant national and EU legal provisions on data protection. Any responsibility arising from this matter will fall upon Subcontractor.
- 5.3. In case if Subcontractor breaches the regulations of this Agreement, CLC is entitled for a penalty payment from the Subcontractor. The extent of penalty is as follows:

Delayed fulfilment: 0,5% of the Fee set out in article 3.1. per day for the delayed period and another 10% of the Fee set out in article 3.1. if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.

Defective fulfilment: 30% of the value of the service(s) in question and another 15% of the Fee set out in article 3.1. if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.

Non-fulfilment (including the case when CLC terminates this contract due to the Subcontractor's default fulfilment): 30% of the Fee set out in article 3.1.

- 5.4. In case if Subcontractor does not properly complete the Services, or the CLC suffer any lost due to the Subcontractor's action or omission, Subcontractor is also obliged to cover CLC's damages. In any case, the CLC aggregate liability towards the Subcontractor shall be limited to the amounts of the financial contribution allocated to Subcontractor.
- 5.6. Subcontractor has no rights or obligations vis-à-vis the EIT Food, the European Commission nor the European Institute of Innovation and Technology. However the Subcontractor can be audited by the bodies such as European Commission, the European Institute of Innovation and Technology, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF), the European Anti-Fraud Office (OLAF) and the Court of Auditors.
- 5.7. If Subcontractor breaches any of its obligations under articles 2.5 and 2.6, the Subcontractor shall not be entitled for Fee. Subcontractor assumes the risks of the EIT approval procedure, the non-approval or rejection of fees and cannot claim for any damages, any indemnities. If the fees are rejected by any entitled entity, CLC is not obliged to reimburse Subcontractor's fees, costs or damages.
- 5.8. Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement.

VI. Intellectual property regulations

- 6.1. The CLC has the right to unlimited use of the results of the Services provided under this Agreement.
- 6.2. The Subcontractor transfers to the CLC all proprietary copyrights to all documents prepared by the Subcontractor as part of the performance of this Agreement, to the extent that they constitute a work within the meaning of the Act of February 4, 1994 on copyright and related rights. The transfer of proprietary copyrights takes place upon delivery of the work to the CLC.
- 6.3. The transfer of proprietary copyrights covers the following fields of exploitation:
 - a) recording and reproduction using any possible technique, including printing, reprographic, magnetic recording and digital technology,
 - b) digitization, entering into computer memory,

- c) preparation of a computer printout,
 - d) placing on the market, lending or renting the original or copies, using in whole or in part, including by combining with other works, developing by adding various elements, updating, modifying,
 - e) in the scope of disseminating the work in a manner other than specified above - public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, as well as making the work publicly available in such a way that everyone can have access to it at a place and time chosen by them including the introduction of works created as a result of the performance of the Agreement, in whole or in part, to the Internet computer network in a manner enabling reception transmission by the interested user, including saving in RAM in the original language version and translation into foreign languages.
- 6.4. Remuneration for the transfer of copyrights to all those listed in article 6.3 above the fields of exploitation, is included in the Fee specified in article 3.1 of this Agreement.
- 6.5. On the day of receipt of the works without reservations, within the remuneration specified in article 3.1 of this Agreement, the Subcontractor allows the CLC for an undetermined period of time to exercise dependent rights and transfers to the CLC Party the right to authorize the exercise of dependent copyright to third parties in all fields of use listed in article 6.3 above.
- 6.6 If a third party submits a claim against the CLC on account of copyrights, the Subcontractor undertakes to reimburse all costs and losses incurred by the CLC in with the emergence of such claims.

VII. Confidentiality

- 7.1. The expression "Confidential Information" means any and all information, know-how, particulars, registers, notes, drawings, plans, analysis, including any kind of such verbal communication that has been recorded afterwards in any way, in relation to CLC, the Services, particularly, but not limited to, its production systems etc., provided to the Subcontractor either before the signing of this Agreement or thereafter.
- 7.2. The Subcontractor undertakes to use the Confidential Information exclusively for the fulfilment of Services. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.
- 7.3. The Subcontractor shall not disclose nor make the Confidential Information accessible to any third persons. The Subcontractor further undertakes to disclose the Confidential Information only to its employees, auditors, tax- or legal experts and to those subcontractors approved by CLC who have a need to know such information for their work and undertakes to take all necessary and useful measures in order to have the Confidential Information protected by such persons with at least the same degree of care it uses for protection of its own proprietary and confidential information. The Subcontractor shall ensure that its subcontractors undertake a confidentiality obligation with the same content as included in this Agreement.
- 7.4. The obligations as per this section shall not apply to any information which the recipient can prove:
- (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the recipient of this Agreement;
 - (b) is received by the recipient from a third party free to lawfully disclose such information to recipient;
 - (c) was in the recipient's lawful possession prior to receipt from the discloser as evidenced by written documentation;
 - (d) is independently developed by the recipient without the benefit of any of the Confidential Information as evidenced by written documentation;

- (e) is approved for release by written agreement of the discloser.
- 7.5. In the case of a breach of this section CLC may claim the 100% of the Fee set out in article 3.1. as contractual penalty, and in addition the eventual damages caused by the Subcontractor from the Subcontractor. This section shall perpetually survive the termination or the expiration of this Agreement and bind the Parties after.
- 7.6. The CLC may claim from the Subcontractor the payment of damages in excess of the reserved contractual penalty referred to in article 7.5 above on general terms.
- 7.7. The Subcontractor agrees to deduct contractual penalties from the Fee due to him.

VIII. Force Majeure

- 8.1. 'Force Majeure' means any situation or event that: (i) prevents either party from fulfilling their obligations under the Agreement, (ii) was unforeseeable, exceptional situation and beyond the Parties' control, (iii) was not due to error or negligence on their part (or on the part of third parties involved in the action), and (iv) proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, labour disputes or strikes, or financial difficulties cannot be invoked as Force Majeure.
- 8.2. If by reason of Force Majeure, either party is unable to perform or there are delays by such party in the performance of any such obligation, then in the event that Force Majeure affects such party's obligations, such party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other party for any loss or damage whatsoever and howsoever arising (whether direct or indirect loss or damage) incurred or suffered or for any breach of any of the terms of the Contract by reason of such Force Majeure.
- 8.3. In case Force Majeure does not make performance impossible but delays it, the performance date is elongated with the delay period caused by Force Majeure.
- 8.4. If either party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Damage and loss deriving from late or no notification shall be borne by the defaulting Party.

IX. Communication and branding

- 9.1. The Parties designate the following contact persons for communication with respect to this Contract:

For CLC

Name: Monika Linkowska

Phone: 0048 736 093 084

E-mail: monika.linkowska@eitfood.eu

For Subcontractor:

Name: XXX

Phone: XXX

E-mail: XXX

The Parties hereby undertake to inform the other Party via email without delay about any change in the contact persons. The consequences arising from the non-fulfilment of this obligation shall be for the defaulting Party. There is no need to amend this Agreement in case of any change in the contact persons or their data.

- 9.2. The Subcontractor shall send original invoices and other documentation (if necessary) to the following address:

EIT Food CLC North-East Sp. z o.o.
ul. Mokotowska 64
00-534 Warsaw, Poland

- 9.3. Invoices may be also sent in an electronic format to the email address: clcnortheast@eitfood.eu
- 9.4. All information necessary for the fulfilment of the Services shall be delivered through e-mail and phone or personal consultation. The Parties agree that the termination letter and any warning letter sent to the other party in connection with a breach of Agreement may only be communicated to the other Party in writing and shall be sent to the other Party by registered mail.

X. Miscellaneous provisions

- 10.1. This Agreement and its Attachments constitute the entire agreement of the Parties in the subject matter and supersede any other agreement in this regard. The Parties explicitly exclude the application of the general terms and conditions of any of the Parties.
- 10.2. This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing by an authorized representative of both Parties hereto.
- 10.3. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such case the parties hereto oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.
- 10.4. This Agreement may not be assigned by the Subcontractor without the prior written consent of the CLC.
- 10.5. The provisions of the law regulations relevant at the CLC's registered seat shall apply to the Agreement. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled finally and binding and under exclusion of the ordinary jurisdiction by the court operating at the CLC's registered seat. The language to be used in the proceeding shall be the court's official language.
- 10.6. Processing of personal data in the framework of the Agreement is based on Personal Data Processing Agreement (Attachment II).

After reading and interpreting this Agreement, the Parties hereby sign this Agreement as it is fully in accordance with their contractual intent.

Dated:

Signed on behalf of CLC:

Signed by the Subcontractor:

Name: Marja-Liisa Meurice

Name:

Position: President of the Management Board

Position:

Signature:

Signature:

Annex 1: Subcontractor's offer

Annex 2: Processing of personal data

Personal data processing agreement

("the Agreement")

concluded onin Warsaw

between:

EIT Food CLC North-East Sp. z o.o. with a registered office in Warsaw 00-534, ul. Mokotowska 64, REGON (Polish National Business Registry Number) 368613861, NIP (Tax Identification Number) 5213800253, KRS (National Court Register) 0000699422

represented by:

Marja-Liisa Meurice, President of the Management Board

hereinafter referred to as the **Controller**,

and

.....
.....

hereinafter referred to as **Processor**,

collectively referred to as the "Parties", reading as follows:

Paragraph 1
Entrusting personal data processing

1. In connection with the implementation of the subcontract agreement on provision of external agronomist services the Controller entrusts to the Processor the task of personal data processing pursuant to Article 28 of the Regulation (EU) of the European Parliament and of the Council 2016/679

of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, further referred to as the "Regulation").

2. The Controller represents that he is the Controller of the personal data which processing he entrusts.
3. Data to be processed contain information about the stakeholders of the Regenerative Agriculture Programme (name, surname, contact information and contact details).
4. The Controller entrusts the Processor with personal data processing within the scope specified in Paragraph 2.
5. The Processor represents that it has the means that enable proper processing of the personal data that was entrusted by the Controller, within the scope and for the purpose specified in the Agreement.

Paragraph 2

The scope and purpose of data processing

1. The Processor shall process the following categories of personal data/personal data sets on the basis of this Agreement:
 - 1) Personal information (name and surname),
 - 2) Contact information and contact details (address, e-mail, phone number).
2. The personal data processing entrusted by the Controller shall be conducted by the Processor only for the purpose of implementation of the external agronomist services referred to in Paragraph 1 section 1 in a manner consistent with this Agreement.
3. Above mentioned data processing includes making available collected personal data to the Controller.

Paragraph 3

Method of implementation of the Agreement

in terms of personal data processing

1. The Parties undertake to perform obligations under this Agreement with utmost diligence in order to secure legal, organisational and technical interests of the Parties in terms of processing of entrusted personal data.
2. The Processor processes the personal data only on documented instructions from the Controller.
3. The Processor undertakes to, while processing the personal data referred to in Paragraph 2, section 1, secure them by applying technical and organisational measures aimed at proper security, adequate to the threats and to the category of the personal data being protected, entrusted for the purposes of processing, in particular secure them against making them available to unauthorised persons, taking away by an unauthorised person, processing in violation of provisions of law, and change, loss, damage or destruction.
4. The Processor represents that:
 - 1) it keeps documentation presenting the method of personal data processing,
 - 2) all devices and IT systems possessed by the Processor and used for the purposes of data processing ensure high safety level,

- 3) it applies technical and organisational measures ensuring the protection of the processed personal data, in particular the personal data security measures against making them available to unauthorised persons, taking them away by a person that was not granted a right to do it, processing in violation of provisions regulating protection of personal data, change, loss, damage or destruction within scope the Processor is responsible for.

Paragraph 4

Right to carry out check

1. The Controller of data, according to Art. 28, section 3, item h) of the Regulation has the right to check whether the measures applied by the Processor while processing and securing the entrusted personal data comply with the provisions of the Agreement.
2. The Controller of data shall exercise the right to carry out check during working hours of the Processor and minimum 7 days in advance the Controller informs about a check.
3. The Processor undertakes to remedy the breaches observed during check within the time limit indicated by the Controller of data, not longer than 7 days.

Paragraph 5

Obligations of the Processor

1. The Processor is obliged to keep confidential all information obtained during data processing and after its completion.
2. The Processor shall be liable for making available or use of personal data not in conformity with the Agreement, in particular for making available the personal data entrusted for the purposes of processing to unauthorised persons.
3. The Processor undertakes to immediately inform the Controller of data about every proceedings, in particular administrative or legal proceedings, concerning processing by the Processor the personal data specified in the Agreement, about every administrative decision or ruling the Processor is subject of, concerning processing of these data, as well as about all planned (if the Processor is aware of such situation) or carried out checks and inspections concerning processing in the Processor of these personal data, in particular checks and inspections carried out by inspectors authorised by the Inspector General for the Protection of Personal Data.
4. The Processor undertakes to process the personal data specified in the Agreement pursuant to this Agreement, the Regulation and to other provisions of generally applicable law, which protect rights of persons the data relate to.
5. The Processor, taking into account the nature of processing, where possible, supports the Controller by appropriate technical and organisational measures in meeting the obligation of responding to the requests of the person the data relate to, within the scope of exercising of the person's rights.
6. The Processor, taking into consideration the nature of processing and information available to it, supports the Controller in meeting the obligations specified in Articles 32-36 of the Regulation.
7. The Processor shall be obliged to promptly notify the Controller about:
 - 1) each legally justified request of making personal data available to the competent state authority, unless the prohibition of notice results from the provisions of criminal

procedural rules when the prohibition is intended to ensure confidentiality of initiated investigation;

- 2) each unauthorised access to the personal data;
 - 3) each request received from the person, whose data it processes, at the same time refraining from answering the request.
8. The Processor undertakes to promptly and adequately answer each question of the Controller concerning processing of personal data entrusted to the Controller under the Agreement.
 9. The Processor shall make available to the Controller all information necessary for the purposes of demonstration of meeting obligations specified in this Agreement.

Paragraph 6

Entrusting personal data for the purposes of sub processing

1. The Processor shall not use services of another processor without prior detailed or general consent of the Controller.
2. Transfer of entrusted processing of personal data specified in the Agreement to a third country may occur only upon a written request of the Controller of data, unless such obligation is imposed on the Processor by the law of the EU or the member state's law that applies to the Processor. In such a case, prior to the start of processing, the Processor shall inform the Controller of data about this legal obligation, unless this law prohibits transferring such information due to an important public interest.
3. Another processor should meet the same guarantees and obligations that were imposed on the Processor by this Agreement.
4. The Processor shall bear full responsibility to the Controller for failure to meet the obligations in terms of data protection imposed on another processor.

Paragraph 7

Term of Personal Data Processing Agreement, termination of Agreement

1. This Personal Data Processing Agreement shall be concluded for a definite period, namely when the subcontract agreement on provision of external agronomist services remains valid .
2. After expiry of the term of subcontract agreement, specified in section 1, the Processor undertakes to promptly, but not later than within 5 calendar days, return or remove all personal data, the processing of which was entrusted to the Processor, including to effectively remove them from electronic media that the Processor holds.

Paragraph 8

Final provisions

1. Any amendments of this Agreement shall be deemed invalid unless made in writing.
2. To all matters not regulated by this Agreement the provisions of the Polish Civil Code and of the Regulation.

3. In the case when this Agreement refers to provisions of law, the provisions of law shall mean also other provisions concerning personal data protection, as well as all amendments that will come into effect after the date of concluding of the Agreement, as well as legal acts that shall replace the Regulation.
4. The disputes arising in connection with the Agreement shall be settled by the Court having jurisdiction over registered office of the Controller.
5. The Agreement has been drawn up in two identical copies, one for each of the Parties.

Controller

Processor