DATA PROCESSING AGREEMENT (DPA)

Nadaje Broadcasting Sp. z o.o. | v. 27.10.2026

This Agreement is concluded between the Client identified in the service agreement (the “Controller”) and Nadaje Broadcasting Spółka z ograniczoną odpowiedzialnością, ul. Świdnicka 12-16, 50-068 Wrocław, KRS 0000752054, NIP 8971860488 (the “Processor” or “Nadaje”), jointly the “Parties”.

This Agreement supplements the Service Agreement and the Terms of Service (the “Principal Agreement”) insofar as the Processor processes personal data on behalf of the Controller. It does not cover data for which Nadaje is a separate controller, such as billing data of its own customers. In this Agreement, “Applicable Data Protection Law” means Regulation (EU) 2016/679 (EU GDPR) and, where applicable, the UK GDPR (as defined in the UK Data Protection Act 2018), together with applicable data protection legislation. References to GDPR mean the EU GDPR or UK GDPR, as applicable to the processing concerned.

1. SUBJECT MATTER, SCOPE AND DURATION OF PROCESSING

1. The Controller entrusts the Processor with the processing of data solely for the purposes of performing the Principal Agreement, within the scope of services actually ordered by the Controller.

2. Depending on the service, the processing includes receiving, encoding, transmitting, temporarily buffering, potentially recording, storing and making available audio/video material containing personal data, and related technical operations.

3. Processing generally continues for the duration of the Principal Agreement, subject to the periods for return, deletion and statutory obligations. It should not be assumed that every recipient of a broadcast is automatically a data subject whose data is entrusted under this Agreement.

2. OBLIGATIONS OF THE PROCESSOR

1. The Processor processes data only on documented instructions from the Controller, including regarding transfers to third countries, unless required by applicable EU, Member State or UK law to which it is subject; it informs the Controller of such a requirement unless prohibited by law.

2. The Processor ensures confidentiality of persons authorised to process data, implements appropriate technical and organisational measures, and assists the Controller, taking account of the nature of processing, in fulfilling data subjects’ rights and obligations under Articles 32–36 GDPR.

3. Upon becoming aware of a breach of the security of entrusted personal data, the Processor notifies the Controller without undue delay and provides available information enabling assessment of the incident. It supplements that information as investigations proceed.

4. The Processor informs the Controller if, in its opinion, an instruction infringes Applicable Data Protection Law, including applicable EU, Member State or UK data protection provisions.

3. OBLIGATIONS OF THE CONTROLLER

1. The Controller determines the purposes and legal bases of processing the entrusted data, ensures compliance with information obligations towards data subjects, and issues lawful instructions.

2. The Controller is responsible for establishing whether image, voice or other data included in a broadcast may lawfully be disseminated and whether specific entrusted processing operations are properly described.

3. The Parties cooperate in handling data subjects’ requests and incidents, taking account of their respective responsibilities under the GDPR.

4. SUBPROCESSORS

1. The Controller grants general written authorisation for the Processor to engage further processors, the current list of which is set out in Annex B to this Agreement. Subprocessors are only entities that process entrusted data within the relevant service.

2. The Processor informs the Controller by email or through the customer panel of any planned addition or replacement of a subprocessor at least 14 days in advance, allowing an objection to be submitted within that period. In the event of a justified objection, the Parties agree how the service will continue.

3. The Processor imposes on subprocessors data protection obligations no less restrictive than those arising from this Agreement in the relevant scope and remains liable for their performance within the limits of Article 28 GDPR.

5. GLOBAL DISTRIBUTION AND TRANSFERS

1. The Controller acknowledges that the broadcasting service may be provided globally, including through a CDN and temporary storage of live stream segments and DVR buffers, where such service has been ordered. A recipient’s location outside the EEA or the UK does not in itself determine the legal classification of a data transfer under Applicable Data Protection Law.

2. If provision of the service requires making entrusted data available to a subprocessor in a third country, the Parties agree on an appropriate transfer mechanism and safeguards under Chapter V of the EU GDPR and/or UK GDPR, as applicable (including an adequacy decision, standard contractual clauses, the UK International Data Transfer Agreement or the UK Addendum, where required). The Parties agree technical details, recipients and transfer mechanisms before launching the relevant processing model.

3. The provisions on global distribution do not in themselves constitute consent to unrestricted transfers of entrusted data outside the EEA or the UK, as applicable.

6. AUDITS AND COMPLIANCE

1. The Processor makes available the information necessary to demonstrate compliance with Article 28 GDPR and allows audits, including inspections, conducted by the Controller or an authorised auditor in an agreed manner, respecting security, other customers' confidentiality and continuity of services.

2. The Parties agree reasonable timing and scope for audits; organisational limitations may not deprive the Controller of its rights under Article 28 GDPR.

7. LIABILITY OF THE PARTIES

1. The Parties' liability arises under the GDPR, applicable law and the agreed provisions of the Principal Agreement, insofar as these do not limit mandatory rights of data subjects or public-law obligations.

8. END OF PROCESSING, RETURN AND DELETION

1. After the end of service provision, the Processor, at the Controller's choice, deletes or returns entrusted data and deletes existing copies, unless continued retention is required by applicable EU, Member State or UK law.

2. The Parties adopt an indicative period of 30 days after termination of the agreement, consistent with the previous DPA, unless the nature of the service, applicable law or an agreed backup procedure requires otherwise.

9. FINAL PROVISIONS

1. This Agreement remains in force for as long as the Processor processes data on behalf of the Controller under the Principal Agreement. In the event of a conflict concerning entrusted processing, this Agreement prevails, subject to mandatory legal provisions.

2. The Agreement may be concluded electronically if the method of conclusion meets the requirements of Article 28(9) GDPR and applicable law.

3. Public availability of this Agreement template does not breach the confidentiality of data or documents shared in its performance.

4. Polish law applies to this Agreement. Dispute resolution rules are set out in the Principal Agreement, subject to applicable law.

ANNEX A. DESCRIPTION OF ENTRUSTED DATA AND OPERATIONS

Item | Scope (depending on the service ordered by the Controller)

Subject matter | Handling audio/video broadcasts and, if ordered, VOD or DVR recordings

Categories of persons | Presenters, speakers, employees and contractors of the Client; other persons only where arising from the content and scope of the service

Categories of data | Image, voice, first and last name or other data contained in the content; email address, telephone number and address only if actually entrusted

Operations | Receipt, recording, encoding, storage, transmission, buffering, dissemination, deletion

Purpose | Performance of the ordered broadcast, technical distribution and associated services

Duration | Duration of the Principal Agreement and necessary technical periods thereafter

ANNEX B. SUBPROCESSORS

The following list covers subprocessors used depending on the service ordered. Not every entity is involved in servicing every Client. The scope of processing depends on the service actually used.

Provider | Scope of entrusted processing (when the service is used)

Hetzner | Hosting the application and database containing data entrusted by Clients.

CDN77 | Distribution of live/VOD broadcasts, segments, cache and technical data, where these contain entrusted personal data.

DataPacket | Infrastructure for handling audio/video streams.

Brevo | Sending messages on behalf of the Controller, where this function is provided as part of the Nadaje service.

Radiozeit.de | AI-based audio/video transcription where it concerns material entrusted by the Controller.