

Act of Appointment as Data Processor or Sub-Processor ex art. 28 GDPR

Service/Maintenance Contracts

Dear Supplier

As Data Controller or Data Processor on behalf of the Customer, the undersigned Company AXIANS ITALIA SPA (hereinafter AXIANS), premised that:

AXIANS uses the support of your company to provide services covered by the contract between the parties, in its own favour or in favour of the Data Controller (depending on the concrete case); these Services involve the processing of Personal Data, as defined in Art. 4, 1) of Regulation (EU) 2016/679 (GDPR); pursuant to Art. 28(4) of GDPR, if, in order to perform specific processing activities on behalf of the Controller, the Data Processor must use another Sub-Processor, the latter shall be subject to the same obligations imposed by the Controller on the Data Processor, providing, in particular, sufficient safeguards to put in place appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the data subject's rights; Your Company has declared that it meets the above requirements, boasting many years of professionalism in the provision of the services covered by the Contract and having the technical organisation and personnel adequate to the performance of the same, also in compliance with the requirements imposed by GDPR; with this agreement (hereinafter the "Agreement") Axians therefore intends to appoint You as the Data Processor or Sub-Processor, giving detailed instructions in this regard. That being stated, AXIANS ITALIA SPA, in its capacity as Data Controller or Data Processor on behalf of the Customer, APPOINTS YOU as Data Processor or Sub-Processor of Personal Data of which the undersigned Company is the Data Controller or Sub-Processor, carried out with electronic or automated instruments or with different instruments, for the scope of the attributions, competences and functions assigned. In your capacity as Data Processor or Sub-Processor, you have the duty and responsibility to fulfil all that is necessary to comply with the provisions in force on the subject and to scrupulously observe the provisions thereof.

Instructions for Data Processor or Sub-Processor

Pursuant to Article 28 and Recital 81 et seq. of European Regulation 679/2016

Any processing of Personal Data must be carried out, in primary compliance with the following general principles: Pursuant to the provisions of the current legislation on "Processing methods and data requirements", for each processing within its competence, the Data Processor or Sub-Processor must ensure that the following requirements are always met: -the data must be processed in accordance with the principle of lawfulness, i.e. in compliance with the provisions of the law, whereby, more specifically, processing must not be contrary to mandatory rules, public order and morality; according to the fundamental principle of fairness; -data must be collected only for purposes: determined, i.e., collection is not allowed as an end in itself; explicit, in the sense that the data subject must be informed of the purposes of processing; legitimate, i.e., in addition to processing, as is evident, the purpose of data collection must also be lawful; compatible with the purpose for which they are initially processed, especially in the operations of communication and dissemination of the same; -data must also be accurate, i.e., precise and true and, if necessary, up-to-date; relevant, i.e., processing is only allowed for the performance of institutional functions, in relation to the activity being carried out; complete in the

sense of specifically contemplating the concrete interest and right of the data subject; not excessive in a quantitative sense in relation to the purpose pursued, i.e. only data that are both strictly necessary and sufficient in relation to the purpose must be collected, i.e. the lack of which is an obstacle to the achievement of the purpose itself; retained for a period not exceeding that necessary for the purposes and in any case in accordance with the provisions on the methods and timescales for retaining administrative documents. After this period, the data must be rendered anonymous or deleted and their communication and dissemination is no longer permitted. In particular, data disclosing health or sex life are stored separately from other personal data processed for purposes that do not require their use. Moreover, all processing must take place within the limits imposed by the fundamental principle of confidentiality and with respect for the dignity of the person concerned by the processing, i.e. it must be carried out by eliminating all opportunities for third parties to gain improper knowledge of the data. If the processing of data is carried out in violation of the aforementioned principles and of the provisions of current legislation, it is necessary to provide for the "blocking" of the data themselves, i.e. the temporary suspension of all processing operations, until such time as the same processing is regularised, or the deletion of the data if it cannot be regularised. The Data Processor or Sub-Processor, operating within the framework of the principles laid down by the legislation in force, must comply with the following particular duties: 1. Carry out data processing only on the documented instructions of the Data Controller or Processor (as the case may be), even in the case of transfer of Personal Data to a Third Country or an international organisation, and only for the purposes related to the performance of contractual activities, with prohibition of any other use. 2. Manage the computer systems, in which the data reside, adopting the measures required under Article 32 of GDPR and complying with the provisions of the Data Controller or Data Processor in terms of security. 3. Set up and update a suitable computer security system to comply with the provisions of GDPR, also adapting it to any future security regulations. 4. Guarantee the integrity, confidentiality and availability of the processed data of which this Company is the Data Controller or Data Processor (as the case may be) in accordance with the provisions of EU Regulation 2016/679. 5. Appoint, if necessary, the persons in charge of the processing operations referred to in point 1) above; said persons in charge, committed to confidentiality by legal obligation, will operate under the direct authority of Data Processor or Sub-Processor appointed herein according to the specific case, following the instructions given by the latter. 6. Appoint system administrators to manage the computerised system by area of operation. 7. Activate a system for recording the accesses of the System Administrators, keeping the logs for at least six months. 8. Where appropriate, assist the Data Controller or Data Processor in adopting behaviours aimed at satisfying any requests by the Data Subject to exercise his/her rights. 9. Prepare and keep available for inspection: -A brief description of the information system and of the procedures it uses to process personal and sensitive data; -A description of the measures put in place to meet adequate security standards; -A description of the instructions given to the persons in charge; -The training and updating programme for persons in charge, on the subject of Privacy and Information Security. 10. In the event of a breach of Personal Data (Data Breach), the Data Processor or Sub-Processor shall immediately notify data breach at dpo@axians.it, so that the latter may proceed with any notifications required by law. The Data Processor or Sub-Processor shall be answerable to the Data Controller or Processor for any breach or failure to comply with the provisions of the personal data protection legislation relating to the area of competence. It remains understood, in any case, that the criminal liability for any improper use of the protected data shall be borne by the individual to whom the unlawful use is attributable. The position of Data Processor or Sub-Processor is assigned personally and cannot be delegated. The Data Processor or Sub-Processor undertakes to indemnify and hold harmless the Data Controller or Data Processor from any liability, damages, including legal fees, or other charges that may arise from claims, actions or proceedings brought by the data subject or by third parties as a result of any unlawful or improper processing of personal data that is attributable to the act, conduct or omission of the Data Processor or Sub-Processor (or of its employees and/or collaborators), including any sanctions that may be applied under the GDPR. The Data Processor or Sub Processor undertakes to promptly notify the Data Controller or Data Processor of any situations that have arisen that, due to changes in knowledge based on technical progress or for any other reason, may affect his/her suitability to perform the task. Pursuant to the provisions of Article 82(5) of the GDPR, the Data Controller or Data Processor (as the case may be) shall have the right to claim from the Data Processor or Sub-Processor that part of any compensation for which he or she may be liable to the data subject or a third party for violations committed by the Data



Processor or Sub-Processor. Without prejudice to the provisions of Articles 82, 83 and 84 of the GDPR, in the event of a breach of the provisions contained in this deed relating to the purposes and methods of data processing, of action contrary to the instructions contained herein, or in the event of failure to comply with the obligations specifically directed to the Data Processor or Sub-Processor by the GDPR, the Data Processor or Sub-Processor shall be considered as the Data Controller and shall be personally and directly liable. This appointment is conditional, in object and duration, on the contract being executed. For anything not expressly provided for herein, please refer to the general provisions in force on the protection of personal data.