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JACOBACCI
PARTNERS

PERSONAL DATA PROCESSING AGREEMENT

In accordance with Article 28 of EU Regulation no. 2016/679

BETWEEN

Jacobacci & Partners S.p.A., with registered office at Corso Emilia, 8 – 10152 Turin (TO), Tax Code and VAT number 00501050017, represented by Enrica Acuto Jacobacci (hereinafter the **"Principal"** or the **"Controller"**),

AND

The Supplier (hereinafter the **"Supplier"** or the **"Processor"**),

(hereinafter jointly referred to as the **"Parties"**)

WHEREAS

- a) The Parties have signed a contract for the supply of a service by the Supplier (hereinafter the **"Service contract"**);
- b) Under the Service contract the Supplier processes personal data (hereinafter **"Personal Data"**) held by the Principal, solely insofar as is necessary for the supply of the services agreed upon between the parties;
- c) The Supplier represents and warrants that it has the competence and expertise in relation to the purposes and methods of processing, the security measures to be taken in order to guarantee the confidentiality, completeness and integrity of the Personal Data that are processed, and in relation to Italian and European regulations governing the protection of personal data, and that it satisfies the criteria of reliability to ensure compliance with the relevant regulatory provisions;
- d) Based on the references and abilities as certified by the Supplier in terms of property, human resources, equipment and experience in the management of services similar to those to which the Service contract refers and on the contractual commitments entered into by the Supplier concerning compliance with the applicable personal data protection regulations, the Controller has positively assessed the suitability and qualification of the Processor to meet the requirements of the applicable rules (Article 28 et seq. of the GDPR), including for the security of processing, and intends to appoint the Supplier as the Processor of the Personal Data deriving from the Service contract.

Now therefore, in consideration of the foregoing, taking into account their mutual promises and agreements entered into, the Parties agree as follows:

1. DEFINITIONS

In addition to the definitions provided elsewhere in this contract,

“processing” means any operation or set of operations, including those not involving the use of electronic means, concerning the collection, recording, organisation, storage, consultation, processing, adaptation, selection, retrieval, alignment, use, comparison, blocking, communication, disclosure, erasure or destruction of data, including those not held in a database;

“data handler” means the identified and authorised individual who has been instructed by the Supplier to carry out data processing operations;

“instructions” means any instruction from the Controller to the Supplier concerning the data processing operations, security or the handling of data subjects' requests carried out by the Supplier under this contract.

2. RECITALS

The above recitals constitute an integral and essential part of this contract.

3. SUBJECT-MATTER

- 3.1 The Principal hereby appoints the Supplier, and the Supplier hereby accepts the appointment, to act as Processor in relation to the processing of the Personal Data solely for the performance of the Service contract. Such appointment does not imply the right to any additional remuneration in respect of the consideration agreed upon in the contract.
- 3.2 The duties assigned to the Supplier are exclusively those made necessary by the activities connected to the performance of the Service contract.

4. OBLIGATIONS OF THE CONTROLLER

- 4.1 Should any additional instructions regarding the processing of the Personal Data be necessary in order to comply with data protection rules, the Principal shall provide further instructions to the Supplier concerning the purposes, methods and procedures for the use and processing of the Personal Data, and define the most appropriate technical and organisational measures in agreement with the Supplier.

5. OBLIGATIONS OF THE PROCESSOR

- 5.1 In order to ensure fair processing of the Personal Data, the Supplier undertakes:
 - a) to carry out all Personal Data processing operations in accordance with the principles and regulatory requirements of current legislation governing the protection of personal data;
 - b) to faithfully and exclusively carry out the instructions of the Controller, and not to perform any processing activities that do not comply with such instructions or for purposes not linked to the performance of the Service contract;
 - c) not to make copies of the Personal Data other than those strictly necessary for the correct performance of the Service contract;

- d) to provide full assurance of compliance, in its capacity as the Processor, with the obligations thereof under existing legislation, including by way of example, where applicable and as from the date on which such rules become fully applicable, the obligation to maintain a record of processing activities carried out under its responsibility pursuant to Article 30 of the GDPR and the obligation to designate a Data Protection Officer in accordance with Article 37 of the GDPR and to document the compliance thereof by submitting half-yearly reports to the Principal;
- e) not to disclose or make Personal Data available to third parties other than when strictly necessary in order to supply the Services, and to put the necessary organisational and technical measures in place in order to guarantee the utmost confidentiality of the Personal Data acquired and used to carry out the activities covered by this agreement;
- f) not to transfer Personal Data to countries outside the European Union, either directly or indirectly (through any third-party suppliers authorised in writing by the Principal in accordance with Article 6 below) except when previously authorised in writing by the Controller and in accordance with the instructions of the latter;
- g) to ensure that personnel only have access to Personal Data on the principle of strict necessity, and to identify the natural persons (employees and/or co-workers) authorised to process personal data for the aforesaid purposes and designate them as data handlers, also for the purposes of Article 32 of the GDPR, and to ensure that such individuals are bound to the same requirements of confidentiality;
- h) to ensure that personnel responsible for the performance of the Service contract are adequately trained, giving them precise instructions and overseeing their compliance therewith. The up-to-date list of personnel authorised to process the Personal Data must be made available to the Principal at the request of the latter;
- i) to cooperate with the Principal in order to implement any measures that are strictly necessary in order to guarantee the compliance of Personal Data processing activities with the applicable regulations;
- j) to keep the Principal informed about processing operations by submitting a written report on the activities undertaken in order to perform the tasks assigned under this contract, particularly but not exclusively as regards the security measures adopted, and any particular difficulties encountered or weaknesses detected;
- k) to notify the Principal not later than [48 hours] after becoming aware of a Personal Data breach or the risk of a Personal Data breach in the performance of the Services and to cooperate, at its own expense, with the Principal in order to take any measures that may become strictly necessary in order to guarantee the compliance of Personal Data processing activities with the applicable regulations;
- l) to adopt the security measures envisaged under Article 8 of this contract;
- m) to notify the Principal without undue delay of any requests by the authorities for information, investigations or action in relation to the Personal Data and of any requests by data subjects to access their data or exercise their rights.

5.2 Should a data subject submit a request to access data or to exercise his or her rights in accordance with existing legislation and Article 15 et seq. of the GDPR, the Supplier shall forward the request or the relevant documentation to the Principal and cooperate with the latter in order to satisfy the Consumer's request and provide the necessary information.

- 5.3 If a data subject exercises the right to object, the Processor must not carry out any further data processing activities - except those necessary in order to notify the Controller that such right has been exercised - and must follow the instructions of the Controller as regards the recording of the right to object directly in the systems made available to the Processor in order to provide the Services; the Controller shall issue any further instructions that may be necessary from time to time;

6. APPOINTMENT OF SUB-CONTRACTORS

- 6.1 The Supplier may not appoint sub-contractors to perform the Services without the prior written consent of the Controller. If the Controller has given its prior written consent, it must give appropriate instructions and the Supplier undertakes to include the same guarantees and obligations set forth in this contract in the contract with the sub-contractor.

7. DURATION - TERMINATION

- 7.1 This contract becomes effective on the date of signing by both Parties and will remain in force up until such time as the Service contract is terminated for any reason whatsoever.
- 7.2 Upon termination of the Service contract, the Supplier must cease all Personal Data processing operations and any Personal Data held thereby processed in the performance of the Service contract (e.g., data subjects' personal details, data subjects' contact details) must be returned to the Principal or, at the request of the latter, the Supplier must destroy such data, and certify such destruction, except in the case of data that must be kept in fulfilment of legal obligations, in which case the Supplier must provide the Principal with evidence to that effect.

8. SECURITY MEASURES

- 8.1 With reference to the Personal Data processing operations necessary for the performance of the Service contract, the Supplier represents and warrants that (i) it will maintain all and any safeguards to prevent the destruction or loss of the Personal Data, whether or not accidental, and unauthorised access or unlawful processing of such data as envisaged under the Service contract and that (ii) such safeguards are also compliant with the security measures required pursuant to Article 32 of the GDPR, and any other measures required by law.
- 8.2 With reference to the processing of Personal Data using electronic means in order to provide the Services and manage the database on behalf of the Principal, the Processor undertakes to implement the following measures:
- i. select system administrators that can ensure, on account of their experience, capabilities and reliability, full compliance with the provisions of Italian law applicable to the protection of personal data, also related to security matters;
 - ii. appoint system administrators individually, providing a detailed list of the operations that each system administrator can perform in relation to their authentication profile;
 - iii. keep an up-to-date list of the appointed system administrators and, upon request, make that list available to the Principal and/or to the competent authorities;

- iv. use suitable software/systems to keep records of system administrators' access to processing systems; such access logs must be complete, inalterable and subject to integrity checks; they must be retained for a reasonable period and not less than 6 months;
 - v. undertake periodic audits (at least once a year and in any case at the request of the Principal) of compliance by system administrators with the organisational, technical and security measures prescribed by the Italian data protection law and report the findings to the Principal.
- 8.3 The Supplier undertakes to verify the suitability of the measures adopted on a regular basis.

9. CONTROLS

- 9.1 The Supplier acknowledges and agrees that the Principal, within the scope of the powers and obligations thereof as the Controller, may control the Personal Data processing operations undertaken by the Supplier, and the security measures implemented by the latter for the purposes envisaged under this contract, including by carrying out specific audits to be agreed upon in advance taking into account the parties' reciprocal work commitments.

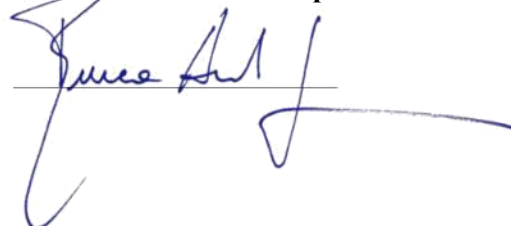
10. LIABILITY

- 10.1 The Supplier undertakes to indemnify and hold harmless the Principal against any loss or damage incurred thereby as a consequence of any breach by the Supplier (and/or by the employees, co-workers or sub-contractors thereof authorised and appointed thereby) of the obligations thereof under this contract.
- 10.2 The Supplier acknowledges and agrees that, when it is established that the Principal and the Supplier are co-responsible for any Personal Data breaches in relation to the processing of the Personal Data to which this contract refers, and the Controller has been ordered by the competent authorities to pay compensation and/or a penalty, the Controller may, where applicable, claim back the part of the compensation corresponding to the Supplier's part of responsibility, in accordance with Article 82(5) of the GDPR.
- 10.3 The Principal may terminate the Service contract within the meaning and for the purposes of Article 1456 of the Italian Civil Code by notifying the Supplier in writing by means of registered mail with advice of receipt, or any equivalent means, in the event of breach of the security measures, except when such breach would not undermine the correct performance of the Service contract, and in the event of breach of any obligations under the data protection laws applicable to this contract. The above without prejudice to the right to compensation for any damages incurred.

Place _____, Date

The Principal The Data Controller

Jacobacci & Partners S.p.A.



The Supplier - Processor
By way of acceptance