

## PRIVACY COMPLIANCE

### 1 1. DATA TREATMENT. EXTERNAL DATA PROCESSOR APPOINTMENT

1.1 With regard to the activities that will be carried out pursuant to the business relationship between the contracting Parties, either through purchase orders or Contract/Framework agreements, once these have been accepted and signed, , the contracting Parties mutually commit to abiding by all the obligations set forth by the legislation about personal data protection, in particular the UE 2016/679 Regulation (GDPR), as well as any further local or international data protection regulations (the "Applicable Regulations").

1.2 The Supplier takes on the role of Data Processor of the Customer's personal data processed as object of the business relationship between the contracting Parties, either through purchase orders or Contract/Framework agreements, according to art. 28 of the UE 2016/679 Regulation (GDPR), for the activities necessary to the supply of services/delivery of goods object of the aforementioned business relationship through purchase orders or Contract/Framework agreements, in the agreed terms and according to the Document of appointment of the Supplier as Data Processor as per Annex A, which the Suppliers commits to returning signed for acceptance.

1.3 The Supplier, in their capacity as Data Processor, guarantees that the Customer's data processing, object of this business relationship between the contracting Parties, either through purchase orders or Contract/Framework agreements, will occur in accordance with the purposes, the ways and the limitations laid down by them and with the provisions of the Applicable Regulations.

1.4 The Customer will not be liable for the Supplier's possible breaches of the Data Protection Regulation referred to in this article. In any case the Customer will be held harmless from any and all losses, costs, obligations, damages, expenses (legal expenses included), detriment, penalties suffered or met or any liability, resulting from the Supplier's breaches.

1.5 All communications related to Customers Privacy subject matters can be sent, with reference to the Supplier/Data Processor, to the latter's legal head office.

### 2 DATA PROCESSING. INDEPENDENT DATA CONTROL

2.1 The Supplier, as Data Controller, according to the definition set forth by the GDPR, will be able to collect data that are relevant to them - supplied as necessary for carrying out this business relationship between the contracting Parties, either through purchase orders or Contract/Framework agreements as well as for compliance with legal requirements, EU or Italian Data Protection Authority regulations - and will have to process them, manually or automatically, according to lawfulness and honesty principles, in order to protect confidentiality and acknowledged rights, complying with suitable security and data protection measures, according to the UE 2016/679.Regulation.

2.2 The Supplier commits to neither disclosing nor disseminating personal data, except for the cases considered by the Information Notice of the parties for the compliance of obligations resulting from this business relationship between the contracting Parties, either through purchase orders or Contract/Framework agreements, from laws or EU or Italian Data Protection Authority regulations.

2.3 The Supplier commits to ensuring that adequate technical or organizational measures are taken in case of unauthorized or illegal processing or against accidental loss, destruction or damage of personal data, with special consideration for the processing of personal data of their employees/partners, for which the Data Subject's consent must be obtained before transferring data to the Customer.

2.4 In addition, the Supplier commits to immediately notifying any confidentiality or integrity breach of the personal data collected.

2.5 The Customer will not be liable for the Supplier's possible breaches of the Data Protection Regulation referred to in this article. In any case the Customer will be held harmless from any and all losses, costs, obligations, damages, expenses (legal expenses included), detriment, penalties suffered or met or any liability, resulting from the Supplier's breaches.