DATA PROCESSING AGREEMENT
in accordance with art. 28 Regulation (EU) 2016/679

between

VEM Sistemi S.p.A. having its registered office in Forlì 47122, at Via Don Sebastiano Calderoni 12, VAT No. 01803850401 (hereinafter, also "**VEM**", "**Main Data Processor**" or "**Main Processor**"), acting through its *pro tempore* legal representative vested with all necessary powers,

and

The Contractor (hereinafter, also "**Contractor**", "**Sub Data Processor**" or "**Sub-Processor**"), acting through its *pro tempore* legal representative vested with all necessary powers,

hereinafter also referred to individually as "**the Party**" and jointly as "**the Parties**".

Whereas

a) the Parties have an ongoing business relationship regulated by a specific agreement (hereinafter, also the "**General Conditions**"), the purpose of which is to regulate the relationship between VEM and the Contractor whit regard to the supply of products and/or the provision of services and/or the execution of work in accordance with the specifications set out in the individual assignments (hereinafter also collectively referred to as "**Services**");

b) this Agreement, therefore, shall be deemed to be applicable and referred to the business relationship under the General Conditions since it is an integral part thereof or, in any case, referred to the mandated assignments within the scope of the same business relationship with the Contractor, if the latter carries out the processing of personal data of VEM's end customers and thus assumes the subjective qualification of Sub-Processor;

c) this Agreement extends its applicability and effect between the Parties whenever the renewal, even tacit, of the same Services covered by the General Conditions or by the single assignment takes place, with Processing of the same Personal Data relating to the same data subjects for the further period established therein;

d) art. 28 of Regulation (EU) 2016/679 (hereinafter "**Regulation**") allows the data processor to appoint another processor to carry out certain processing activities on behalf of the data controller, provided that it has been authorised by the data controller to do so and that the same data protection obligations are imposed on those contained in the data protection agreement with the data controller, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing shall meet the requirements of the Regulation;

the following is hereby agreed and stipulated.

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1. **Value of the recitals**

   1.1. The recitals form an integral and substantive part of this Agreement and the Parties wish to attribute a contractual intent to them.

2. **Definitions**

   2.1. For the purposes of this Agreement, the following terms, where written with a capital letter, shall have the following meaning:

   - **"Agreement"**: this document.
   - **"Services"**: the set of activities, services and/or requirements such as supplying of products and/or providing of services and/or performing the works according to the specifications set out in the individual assignments that the Sub-Processor undertakes to perform under the General Conditions and as described therein.
   - **"General Conditions"**: the main agreement concluded between the Parties as referred to in the recitals.
   - **"System administrator"**: generally, in the IT field, roles involved in the management and maintenance of a processing system or its components, as well as comparable roles in terms of data protection risks, such as the administrators of databases, networks, security devices and complex software systems.

   2.2. The terms used in this Agreement that are specifically defined in the Regulation, including under art. 4, shall be interpreted in accordance with the definitions provided for therein.

3. **Subject matter**

   3.1. The subject matter of this Agreement, in accordance with the provisions of art. 28 paragraph 3 of the Regulation, is the definition of the methods used by the Contractor to perform the Personal Data Processing operations as a Sub-Processor, during provision of the Services and as a result of the proper fulfilment of the General Conditions signed with VEM. The duration, nature, subject-matter covered and the purpose and scope of the Processing are described in the General Conditions. The type of Personal Data and the categories of data subjects involved are determined by the context of the Services provided and the features of the Services.

   3.2. As part of their contractual relations, the Parties shall execute this Agreement in order to mutually ensure compliance with the Regulation and with personal data protection laws.

   3.3. VEM, as the Main Data Processor, having acknowledged that the Contractor declares that it has provided appropriate technical and organisational measures in such a manner to ensure that the Processing meets the requirements of the Regulation and protects Data Subjects' rights, hereby appoints the Contractor, which accepts, as **Data Sub-Processor** pursuant to art. 28 of the Regulation.

   3.4. The parties agree that this Agreement shall not exempt the Sub-Processor from the obligations to which it is subject by virtue of other rules applicable to it, whether national or EU.

4. **Sub-Processor's obligations**

   4.1 The Sub-Processor undertakes to process the Personal Data in compliance with the Regulation and applicable data protection laws and regulations which, by signing this Agreement, it declares it is familiar

with. The Contractor undertakes to process the Personal Data only if required for the proper fulfilment of the obligations under the General Conditions and, in any case, in compliance with the Main Processor's instructions.

These instructions, which include those set out under this Agreement and the General Conditions, may be subsequently supplemented and notified using the Parties' contact details.

4.2 The Sub-Processor undertakes to implement, within its sphere of responsibility, appropriate and adequate measures to ensure that the Processing meets the requirements of the Regulation, the fundamental principles under art. 5 and the Main Processor's instructions.

4.3 The Sub-Processor undertakes to immediately inform the Main Processor in writing whenever it believes that any specific instructions it has received from the Main Processor are in breach of the Regulation. In these cases, before the instruction that is potentially in conflict with Regulation provisions is actually carried out by the Contractor, the Parties undertake to cooperate in good faith in order to ensure full compliance with applicable Personal Data protection regulations and to secure the guarantees envisaged for Data Subjects.

4.4 The Sub-Processor undertakes to immediately inform the Main Processor in writing of any contact, communication or correspondence received from a Supervisory Authority in relation to the Processing of Personal Data carried out in performance of the Agreement and the instruction of the Main Processor. The Sub-Processor is prohibited from responding to these contacts, communications or correspondence without the prior specific written authorisation of the Main Processor.

4.5 Taking into account the nature of the Processing and the information available, the Sub-Processor shall assist the Main Processor in carrying out Data Protection Impact Assessments and in consulting the Supervisory Authority prior to processing where this is requested by the Controller in accordance with articles 35 and 36 of the Regulation.

4.6 Where applicable, the Sub-Processor shall appoint System Administrators, providing them with specific instructions and explicitly specifying the areas and tasks assigned to them in compliance with applicable regulations and with the application and interpretation guidelines in force. The Main Processor, also behalf the Controller, is entitled to request a copy of the list with the names of the System Administrators involved in the Processing and their respective scopes and tasks.

5. Main Processor's obligations

5.1 VEM, as the Main Controller, undertakes to:

i) document in writing all the Processing instructions given to the Sub-Processor, throughout the term of this Agreement;

ii) ensure that the Sub-Processor complies with the obligations laid down in the Regulation, throughout the duration of the Processing;

iii) provide the Sub-Processor, at its request, with all necessary updated information to allow the Processor to maintain a record of Processing activities pursuant to art. 30 of the Regulation.

6. Authorisation to appoint additional Sub-Processors

6.1 The Contractor is not allowed to delegate any part of the services covered by the assignment and/or the Contract with VEM to third parties, unless authorized in writing by VEM.

6.2 If the Contractor has been authorised by VEM to use other data processors (hereinafter, "**additional Sub-Processors**"), the Sub-Processor must ensure that the additional Sub-Processor is also compliant with Article 28, paragraph 2 of the Regulation. The additional Sub-Processor must be contractually bound to the same obligations on personal data protection as outlined in this Agreement.

6.3 If the Contractor engages additional Sub-Processors, the Contractor shall remain fully liable to the Main Processor for the performance of the additional Sub-Processors' obligations should the Sub-Processors fail to fulfil their Personal Data protection obligations. This is without prejudice to the Data Subjects' rights under the Regulation, especially under articles 79 and 82.

7. System Administrators

7.1 The provisions of this article shall apply only if the General Conditions concerns the provision of Services or the performance of activities by the Sub-Processor and whoever working under its direct authority, relating to the duties of System Administrator as defined in Decision dated 27 November 2008 "*Measures and arrangements required from the controllers of processing operations performed with electronic tools relating to the assignment of the duties of system administrator*" (Official Gazette No. 300 of 24 December 2008), as subsequently amended.

7.2 The Contractor undertakes for itself and whoever working under its authority and any additional Sub-Processors appointed to perform the duties of System Administrator to comply with the provisions of the aforementioned Decision and the provisions applicable to that position.

7.3 Specifically, the Sub-Processor undertakes:

  i) prior to any appointment, to assess characteristics of experience, reliability and capacity and to ensure compliance with the provisions in force, including security profiles;

  ii) to individually appoint the natural persons who perform System Administrator activities, listing the areas of operation they are tasked with and allowed on the basis of the authorisation profile assigned;

  iii) to keep a list of the personal details of the individuals appointed as System Administrators and request this list from any additional Sub-Processors; the Processor shall make sure that the list is kept up-to-date and made available to the Controller which may inspect it at any time;

  iv) with reference to the performance of activities on Personal Data located on Main Processor's or Controller's information systems, the Sub-Processor shall implement and manage measures and/or tools suitable to record the logical access (digital authentication) to processing systems and electronic archives by System Administrators. The records (so-called *access logs*) shall have features that comply with the provisions of the aforementioned Decision and must be kept, under the security conditions required by law, for a period of not less than six months. The Sub-Processor also undertakes to keep at the disposal of the Main Processor, at his request and at any time, one or more reports of the logs collected on the processing systems and electronic archives underlying the

provision of the Services;

    v)   to check, at least annually, the work of the System Administrators in compliance with the aforementioned Decision.

7.4   With regard to activities performed on Personal Data that are located on the Main Processor's and/or Controller's information systems, the Sub-Processor accepts as of now that the Main Processor and/or the Controller shall check the access logs of all the System Administrators who have access to the information systems within its competence, in compliance with the aforementioned Decision and at least once a year. In these cases, by executing this Agreement, the Sub-Processor undertakes to inform its System Administrators of this check.

8. Transfer of Personal Data

8.1   The Sub-Processor is prohibited from transferring the Controller's Personal Data to third countries outside of the European Union or the European Economic Area, even through additional Sub-Processors, unless otherwise agreed in writing with the Controller.

8.2   If the transfer of Data to a third Country or international organisation is required by Union law or by the national law to which the Sub-Processor is subject, it must inform the Main Processor of this legal obligation prior to processing, unless the laws concerned prohibit such information for important reasons of public interest.

9. Data Subjects' rights

9.1   Should Data Subjects exercise their rights with the Contractor, for example, by sending the Sub-Processor the relevant application and/or any request for information concerning their recognised and enforceable rights, the Sub-Processor shall immediately inform the Main Processor and forward the applications and requests received to the e-mail dpoprivacy@vem.com .

9.2   The Sub-Processor shall refrain from performing any further activity other than promptly submitting any requests and applications it has received to the Main Processor, unless otherwise agreed in writing between the Parties.

10. Personal Data Breaches

10.1   The Contractor shall, to the extent of its competence, adopt security measures and solutions to detect possible Personal Data Breaches.

10.2   Upon occurrence of a Personal Data Breach, the Sub-Processor undertakes to notify the Main Processor promptly. Upon occurrence of a Personal Data Breach, the Sub-Processor undertakes to notify the Main Processor promptly and in no case more than 12 hours from the moment it became aware of it accompanied by any useful information and documentation.

10.3   In cases where the Sub-Processor becomes aware of a Personal Data Breach, the Controller shall take all appropriate safeguard measures within its sphere of responsibility, in order to limit the breach and reduce its adverse effects.

11. Security measures

11.1 The Sub-Processor declares that it has taken appropriate security measures and, in any event, undertakes to take appropriate technical and organisational measures pursuant to article 32 of the Regulation and any other measures specified by the Main Processor and/or the Supervisory Authority in order to protect Personal Data and Data Subjects.

11.2 At the Main Processor's request, the Sub-Processor shall notify in writing the measures and solutions identified and taken in accordance with this Agreement.

12. Audits and checks

12.1 The Sub-Processor undertakes to provide VEM with all necessary documentation and information to demonstrate compliance with the obligations arising from this Agreement, by accepting and taking part in the audit activities - including checks and inspections - carried out by the Main Processor or another party appointed by the VEM, also on behalf of the Controller.

12.2 The Sub-Processor acknowledges and accepts that VEM may ask the Contractor (with at least 15 business days' notice) to cooperate in the checking operations to ensure the proper performance of this Agreement. Specifically, the checking activities carried out by the Main Processor may consist of the following:

    i) audits and inspections by VEM, directly or through personnel appointed by it, at the Sub-Processor's premises;

    ii) request made to the Sub-Processor to perform a self-assessment on the security measures taken and compliance with the measures issued, providing, upon request, documentation thereof in writing.

12.3 VEM undertakes to ensure that any checking activity shall be carried out at the Sub-Processor's premises as quickly as possible, during office hours and on working days, in such a manner that it shall not disrupt the Data Processor's regular business activities.

12.4 The Contractor, when appointing additional Sub-Processors, undertakes to carry out the verification and control activities referred to in this article in respect of the latter.

13. Validity, termination and amendments

13.1 This Agreement shall be valid and enforceable between the Parties for the entire term of the General Conditions or, in the event of a different term, for the duration of the Service provided and related Processing operations by the Sub-Processor.

13.2 Upon termination of the General Conditions for any reason whatsoever and/or upon conclusion of the Service and related Personal Data Processing, the Sub-Processor undertakes to interrupt any Processing unless required in order to comply with the Data return and deletion obligations under art. 14 of this Agreement.

13.3 The Parties may propose amendments to the Agreement if they consider them to be reasonably necessary, including to comply with the requirements of applicable *pro tempore* Personal Data protection regulations.

13.4 If the Agreement is amended, the Contractor undertakes to ensure that equivalent variations are made, without delay, in the agreements made with the any additional Sub-Processors.

14. Return and deletion of Data

14.1 Upon termination, for whatever reason, of the General Conditions or of the provision of the Service which determines the Personal Data Processing, the Contractor, without charging Main Processor any cost and without undue delay, is required to delete or, at the choice of VEM, return all the Personal Data.

14.2 The Sub-Processor is also required to delete all existing copies of the Data, unless EU or other Member State law requires their retention. The Sub-Processor undertakes to provide VEM with any appropriate evidence suitable to certify the cancellation of the Data, or to provide appropriate written justification justifying the mandatory storage, recalling the reference standard and the required retention times.