

ANNEX A:

## **APPOINTMENT OF THE DATA CONTROLLER BY THE HOLDER**

The parties mentioned in the Contract agree and conclude as follows.

### **1. DEFINITIONS**

1.1 For the purposes of this Annex, the terms used in capital letters shall have the meanings set out in the definition of the Parties or those specified below.

«Personal Data Protection Laws» means Regulation (EU) No. 2016/679 (GDPR) along with the applicable legislation that implements or supplements it and other rules on the processing of personal data, along with guidelines and codes of conduct, where relevant, issued in accordance with the aforementioned Regulation.

The terms «Holder of the treatment» or «Provider», «Data Controller» or Data Processor», «Data Subject», «Personal Data», «Personal Data Breach», «Processing» and «Supervisory Authority» will have the meaning indicated in the official Italian translation of Regulation (EU) No. 2016/679. «Annex» means this annex that regulates the profiles related to the Processing of personal data relating to the Contract and provides for the appointment as Data Processor of Carrier Italia s.r.l. by the User.

### **2. DESIGNATION OF DATA CONTROLLER**

2.1 The Contract concluded between Carrier Italia s.r.l. and the User concerns the use of the services "SMS Service" and "E-mail Service" offered by Carrier Italia s.r.l.

2.2 the User, in reference to the subject matter of the Contract and the related Processing of personal data for which he is the The Holder of the treatment, designates Carrier Italia s.r.l., which accepts, as Data Controller of said processing. Therefore, in the following the User will also be referred to as Holder and Carrier Italia s.r.l. as Data Controller.

2.3 The choice of the User to appoint Carrier Italia s.r.l. as Data Processor has been made after careful verification of its experience, competence and reliability, also from an organizational point of view. The User considers Carrier Italia s.r.l. able to guarantee the implementation of appropriate technical and organizational measures to meet the requirements required by the Laws on the protection of personal data and ensure the protection of the rights of the Data Subjects.

### **3. CATEGORIS OF INTERESTED PARTIES**

3.1 The categories of Data Subjects involved in the Processing by Carrier Italia s.r.l. on behalf of the User are the following:

- Final customers to whom / e-mail will be sent
- User of Carrier Italia S.r.L.

#### **4. CATEGORIES OF PERSONAL DATA**

4.1 The categories of Personal Data subject to processing by Carrier Italia s.r.l. on behalf of the User are the following:

a. Final customers to whom we will send sms / e-mail:

- Mobile phone number (in the case of sending sms)
- E-mail (in the case of sending e-mail)
- Personal data of the data subjects provided by the data controller (First name Surname, etc.))

b. Carrier Italia s.r.l.'s User Data:

- Company and contact data (Name, Surname, Company Name, VAT Number, Tax Code, Address, Email, Landline and mobile phone)

#### **5 OBLIGATIONS OF THE DATA CONTROLLER**

5.1 Carrier Italia s.r.l. is committed to:

- a) respect and comply with the obligations under the Personal Data Protection Laws;
- b) process the Personal Data on behalf of the User for the sole purpose of the execution of the Contract and only in accordance with the instructions contained in this Annex or received from time to time by the User;
- c) cooperate, if requested by the Data Controller, with the other Data Processors, in order to harmonize and coordinate the entire process of Personal Data Processing;
- d) promptly inform the User of any matter relevant to the purposes of the law, in particular, by way of example and not exhaustive, in cases where he becomes aware of any breach of the Personal Data Protection Laws, or that the Processing presents specific risks for the rights, fundamental freedoms and/or dignity of the Data Subject, as well as if, in its opinion, an instruction of the Data Controller infringes the Personal Data Protection Laws;
- e) keep a record of the Processing of Personal Data carried out as Controller on behalf of the Us;

5.2 Carrier Italia s.r.l. acknowledges that the fees due to it under the Contract take into account the obligations and activities borne by Carrier Italia s.r.l. from this Annex and that nothing else, Therefore, it will be due by the User in relation to its obligations and performance.

## **6. AUTHORISED DATA PROCESSORS**

6.1 Carrier Italia s.r.l. undertakes to appoint its employees/collaborators in writing to process Personal Data on behalf of the User by means of specific letters of assignment, identifying the permitted scope of processing and providing them with instructions from the User suitable for the purpose, also binding them to the confidentiality of any information acquired in carrying out such activity. Carrier Italia s.r.l. is also required to take care, at least annually, the training/ updating of those designated to process Personal Data, to supervise their work and to communicate to the Data Controller, on specific request, the updated list.

## **7. SUPPLIERS OF THE MANAGER**

7.1 The User authorizes, in a preventive and general way, Carrier Italia s.r.l. to use its suppliers to contribute to the performance of the tasks covered by the Contract, who in turn act as Data Processors of the Personal Data of which the User is the Data Controller under the direct responsibility of Carrier Italia s.r.l.. In the same way, these suppliers of Carrier Italia s.r.l. appointed as Data Processors may use their own suppliers, which in turn will also act as Data Processors, under the same conditions as applied to Carrier Italia s.r.l. Each supplier designated as Data Processor, unless otherwise indicated by the Data Controller, will first contact the Data Controller who has designated it.

7.2 Carrier Italia s.r.l. will transmit to the User the data relating to its Sub-Managers, in the manner described in the Contract referred to in this Annex.

7.3 The Managers designated by Carrier Italia s.r.l. must have experience, skills and reliability, and must present sufficient guarantees, in particular, to implement appropriate technical and organizational measures in such a way that the Processing meets the requirements of the Laws on the protection of personal data and guarantees the protection of the rights of the Data Subject.

7.4 Prior to any Processing of Personal Data by Data Processors designated by Carrier Italia s.r.l., the latter must conclude with each of them a written contract that binds them to carry out the Processing of Personal Data owned by the User for the sole purpose of performing the obligations established within that contract, compliance with the instructions received by Carrier Italia s.r.l. and the same obligations regarding the protection of personal data imposed by the User on Carrier Italia s.r.l.

7.5 Carrier Italia s.r.l. also undertakes to verify the activity of its suppliers through possible audits, carried out on its own initiative or at the request of the User.

7.6 Carrier Italia s.r.l. remains responsible to the User for the fulfilment by its designated suppliers Responsible for complying with the obligations referred to in the previous paragraph.

## **8. TRANSFER OUTSIDE THE EU**

8.1 The Data Controller authorizes Carrier Italia s.r.l., also through its provided Data Processors, giving prior notice to the Data Controller, to transfer Personal Data of which the User is the Data Controller to any country outside the European Union and the European Economic Area (hereinafter referred to as "Restricted Countries") where such transfer is related to the performance of the Contract or if required by European Union or national law to which Carrier Italia s.r.l. or its designated Responsible suppliers is subject; in the latter case, the Data Controller or the Data Processors designated by him will inform the Provider about this legal obligation before the transfer, unless the law prohibits such information for important reasons of public interest.

9.2 In any case, the transfer of Personal Data to the Responsible Provider designated by Carrier Italia s.r.l. may be carried out exclusively in compliance with the provisions of the Personal Data Protection Laws and, in particular, on the basis of an adequacy decision by the Commission or the signing of standard data protection clauses by the Personal Data Protection Laws.

## **9. SECURITY MEASURES**

9.1 Carrier Italia s.r.l., taking into account the state of the art and the costs of implementation, as well as the nature, object, context and purpose of the processing, as well as the risk of varying probability and severity for the rights and freedoms of natural persons, undertakes to put in place appropriate technical and organizational measures to ensure a level of security of the Processing subject to this Annex appropriate to the risk in accordance with the Laws on the protection of personal data and, in particular, art. 32 of Regulation (EU) No. 2016/679.

## **10. VIOLATION OF PERSONAL DATA (DATA BREACH)**

10.1 Carrier Italia s.r.l., after becoming aware of this, undertakes to inform the User in writing and without undue delay of any Personal Data Breach processed on behalf of the User.

10.2 Carrier Italia s.r.l. will document any Personal Data Breach, including its circumstances (nature of the infringement, categories and approximate number of data subjects concerned, as well as categories and approximate number of registrations concerned) and its likely consequences, promptly providing the User with detailed information, including the possible risk to the rights and freedoms of natural persons, as well as the measures taken or proposed to remedy them and, where appropriate, to mitigate any possible adverse effects.

10.3 The Data Controller, if a risk to the rights and freedoms of natural persons is deemed likely, shall make a specific notification to/and competent supervisory authority/s. Where the personal data breach is likely to present a high risk to the rights and freedoms of natural persons, the Data Con-

troller must also make a specific communication to the interested parties without delay. The costs relating to these obligations are totally borne by the Data Controller and nothing will be due by Carrier Italia s.r.l..

## **11. IMPACT ASSESSMENT**

11.1 Carrier Italia s.r.l. undertakes to cooperate with the Data Controller in order to provide it with any useful element for the latter to carry out the impact assessment on data protection, if the same is required to carry out it pursuant to the Personal Data Protection Laws, as well as to cooperate in carrying out any prior consultation of the Supervisory Authority where necessary.

## **12. RIGHTS OF THE DATA SUBJECT**

12.1 Carrier Italia s.r.l. guarantees to promptly inform the User should he receive from a Data Subject any request relating to the exercise of the rights provided by the Laws on the protection of personal data.

12.2 Carrier Italia s.r.l. undertakes, at no additional cost to the User, to provide full cooperation and assistance to the User, at the User's request and within the times reasonably specified by the User, to enable the User to comply with requests relating to the exercise of the rights of the Data Subjects, including assisting the Data Controller with appropriate technical and organizational measures, insofar as this is possible, in order to comply with the Data Controller's obligation to comply with requests for the exercise of the Data Subject's rights.

## **13. DURATION OF THE DESIGNATION AS RESPONSIBLE FOR THE TREATMENT AND TERM OF DATA STORAGE**

13.1 This Annex is valid until the termination, for any reason, of the Contract between the Data Controller and the Data Processor.

13.2 Within 30 (thirty) days of the date of termination of the Agreement, for any reason, the User shall communicate in writing to Carrier Italia s.r.l. his choice of cancellation (or anonymization irreversibly and definitively) or the return by Carrier Italia s.r.l. to the User of the Personal Data covered by this Annex. Within the following 90 (ninety) days, Carrier Italia s.r.l. will provide the User's request, as well as the cancellation (or anonymization irreversibly and definitively) of any existing copies of such Personal Data in its possession. If the User fails to provide this information within this period, Carrier Italia s.r.l. will ensure that the aforementioned Personal Data is deleted or anonymised irreversibly and definitively.

13.3 If a legal obligation imposes on Carrier Italia s.r.l. the storage of the Personal Data covered by this Annex, Carrier Italia s.r.l. shall ensure that they are kept in accordance with and within the limits of these legal provisions.

#### **14. REVIEW PROCESSING ACTIVITY**

14.1 Carrier Italia s.r.l. will make available to the User, upon request, the information necessary to demonstrate compliance by Carrier Italia s.r.l. with this Annex and the instructions provided by the User, including those on security and organisational measures taken in relation to the Processing of Personal Data covered by this Annex.

14.2 At the request of the User and in compliance with the obligations of confidentiality and confidentiality, Carrier Italia s.r.l. agrees to undergo an internal audit regarding the Processing of Personal Data covered by this Annex and to provide, in a reasonable time, to the User: (a) a summary of audit reports demonstrating compliance of Carrier Italia s.r.l. with obligations under the Personal Data Protection Laws and this Annex; and (b) the confirmation that the internal audit has not revealed significant vulnerabilities in the systems of Carrier Italia s.r.l. or, to the extent that such vulnerability has been detected, that Carrier Italia s.r.l. has completely remedied this vulnerability.

14.3 If the measures referred to in the previous paragraphs are not considered sufficient by the User, Carrier Italia s.r.l. will allow the User to carry out, in time to be agreed, an audit with its own auditors or with independent external auditors selected jointly by the Parties. The independent external auditor shall not be a competitor of Carrier Italia s.r.l. and the Parties shall agree on the scope, purpose and duration of such external audit. The result of the external audit will be made available to Carrier Italia s.r.l. and the User.

14.4 It is understood between the Parties that the cost and any additional expenses related to the external audit of which will be fully borne by the User.

#### **15. FAILURE TO FULFIL, WITHDRAWAL AND LIABILITY**

15.1 In the event of default of one or more obligations imposed on Carrier Italia S.r.L. by this Annex, the User may withdraw from the Agreement and from this Annex, giving notice to Carrier Italia s.r.l. according to the formalities referred to in art. 17.

15.2 The Data Controller has the right to dictate new instructions regarding the Processing of Personal Data, provided that they do not entail for Carrier Italia s.r.l. an excessive or unreasonable increase in activities and costs compared to those assumed with the Contract and this Annex.

15.3 Carrier Italia S.r.L. undertakes to hold the User harmless from any damage it may suffer as a result of the violation by Carrier Italia S.r.L. or the suppliers referred to in art. 7 of the obligations assumed in this Annex, the User's instructions and the Personal Data Protection Laws with regard to the processing operations covered by this Annex, including those relating to security measures; this, within the limits of the value of the order made that gave rise to the claim for compensation.

15.4 the User shall be liable to Carrier Italia s.r.l. for all damages suffered by Carrier Italia s.r.l. arising directly or indirectly from any breach of the User's Data Protection Laws, including any damage to the image and commercial reputation of Carrier Italia s.r.l..

## **16. RELATIONS WITH THE AUTHORITIES**

16.1 Carrier Italia s.r.l. undertakes to promptly inform the Customer of any request, action, investigation, inspection by the Control Authorities and/or judicial authorities relating to the Processing subject to this Annex.

## **17. COMMUNICATION BETWEEN THE PARTIES**

17.1 The Parties agree that any request, notice or other communication concerning this Annex shall be made between the Parties in writing, including through the email addresses indicated in the contract.

Read, approved and undersigned

Place \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Pursuant to and for the purposes of art. 1341 and following of the Civil Code, the User declares to have read and approve expressly and specifically the provisions contained in the clauses referred to in art. 15.3 and 15.4 (Default, Termination and Liability) of this Annex.

Place \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_