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## **CENTRO TELEJNFORM ITALIA SRL - Appointment of Data Processor - art. 28 GDPR**

### **Designation of the Data Processor in accordance to art. 28 of the 2016/679 EU Regulation**

Given that:

- Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 "on the protection of individuals with regard to the processing of personal data, as well as on the free movement of such data and repealing Directive 95/46 / CE (General Regulation on Data Protection) »(hereafter GDPR), in force since 24 May 2016, and applicable from 25 May 2018, introduces and qualifies the person in charge of data processing (Article 28); The aforementioned Regulation provides for the Holder to qualify and designate the Data Processor "If a processing is to be carried out on behalf of the data controller, the latter only recurs to data controllers who provide sufficient guarantees to implement appropriate technical and organizational measures so that the treatment meets the requirements of this regulation and guarantees the protection of the data subject's rights."
- at the outcome of the assessment of the technical, organizational and professional suitability requirements, considering and verifying the adequacy of the guarantees provided on the management and protection measures necessary to guarantee the confidentiality, integrity and availability of the data as well as the exact compliance with the legal obligations deriving from Regulation 679/2016 and the Italian legislation, has considered that the study as a whole, is able to give adequate guarantees with respect to the law and in relation to the data processed and has the appropriate skills in this regard to the GDPR, necessary for the appointment as data controller.

The undersigned, as data holder:

### **APPOINTS**

Centro Teleinform Italia srl - Via Perugino,9 – 20135 as:

#### **Data Processor**

**In accordance to and for the purposes of art. 28 of the GDPR.**

This appointment authorizes the processor to make use of other subjects, without the need for further notification or authorization, appointed in their turn to be responsible for the processing, for functions of a technical nature or strictly functional to the services provided. By way of example, the following sub-processors are authorized: data processing, mailing and mailing services, printing services, IT services related to hardware, software or infrastructures, risk centers, credit information systems, suppliers of commercial information services.

In addition to the contract already stipulated and the professional assignment conferred, according to and by effect of the present appointment, the following is specified:

*The treatment will be carried out for the entire duration of the contract and its renewals.*

*Subsequently, the data will be processed for the mere conservation for 10 years in the administrative part in the limits in which the data themselves have relevance for fiscal purposes or are subject to the obligations according to art. 2220 of the Italian Civil Code.*

*The nature of the treatment is optional between the parties, however, depending on the existence of the assigned professional role, the treatment is mandatory between the parties.*

*The main purpose is the exact and complete execution of the stipulated contract of which this is an integral part.*

*The personal data processed mainly concern company records and the subjects holding offices and functions. Further data processed may concern external parties such as suppliers, collaborators and subjects operating within the business organization of the Owner.*

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*The holder has the right to access the data processed, to request particular treatment or protection methods, to request the modification or termination of the processing, as well as the cancellation or portability of the data.*

The aforementioned data controller, in compliance with the provisions of art. 28 of the GDPR is held to the provisions of the legislation against him, in relation to the treatment entrusted to the service and consultancy relationship, whose contract is referred to here in full.

In particular, the processor must:

- keep a register, as required by art. 30 of the GDPR, of all the categories of activities related to the processing carried out on behalf of the holder, containing:
  - name and contact details of the Data Processor and the Data Controller and, where applicable, of the Data Protection Officer;
  - the categories of processing carried out on behalf of the Holder;
  - where possible, a general description of the technical and organizational security measures adopted.
- assist the Data Controller with appropriate technical and organizational measures, in order to satisfy the Owner's obligation to proceed with a DPIA (Data Protection Impact Assessment) according to Art. 35 and following of the GDPR;
- promptly notify the holder of any event that can be traced to a data-breach or suspect that it may have happened
- does not make use of any other responsible without the prior written or specific authorization of the data controller;
- process the data only on documented instruction of the data controller and only with technical tools under the direct control of the manager or the sub responsible, who are supervised, managed and maintained by qualified technical personnel, which ensures a high level of protection both with respect to unauthorized access from outside, both from internal unauthorized access;
- do not transfer personal data to a third country except where required by law;
- restrict the persons authorized to process personal data in relation to confidentiality through contractual confidentiality agreements;
- adequately train the persons authorized to process personal data;
- limit the number of natural persons able to access data to the minimum necessary to perform the requested treatment;
- collaborate with the owner to give feedback to each interested party to guarantee the exercise of rights;
- assist the controller in ensuring compliance with the obligations set out in Articles 32 to 36;
- collaborate in demonstrating the fulfillment of all legal obligations regarding the protection of personal data pursuant to the GDPR and accept audits to verify the same obligations;
- take all the measures required under Article 32 of the GDPR, in particular:
  - a) the encryption of personal data in digital archives accessible on the network;
  - b) the ability to ensure on a permanent basis the confidentiality, integrity, availability and resilience of the processing systems and services;
  - c) the ability to promptly restore the availability and access of personal data in the event of a physical or technical incident;
  - d) a procedure for testing, verifying and regularly assessing the effectiveness of technical and organizational measures in order to guarantee the safety of the treatment.

The controller is committed to not waiving the qualification for the duration of the Contract.



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The fee for the acquisition of the title of responsible for processing personal data is to be considered included in the compensations already agreed in the Contract.

The parties acknowledge that they have informed each other about the processing of personal data necessary for the execution of the present contract and for the observance of the legal obligations in full and in compliance with article 13 of the GDPR.

Regarding the data of which the parties are autonomous holders (e.g. invoicing, general administration, judicial protection), the data will be processed by each party respectively, under the autonomous ownership, for accounting, administrative, fiscal, reporting purposes and for normal business contacts and interactions functional to the execution of the contract. Personal data will be retained for a period of 10 years from the end of the contractual relationship.

The parties declare to be mutually aware of any other information required by the aforementioned article 13, including the holder's references, the contact details of the DPO, the rights and the procedures for their exercise.

The Holder  
Customer

Processor  
Centro Teleinform Italia Srl

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Place and Date

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