

Data Protection for NON-UE Companies

Appointment of External Data Processor

between

Client or Data processor

and

Fratelli Cosulich SpA
Via Dante Alighieri 5
34122 Trieste Italy

main contractor or Controller

Premise (Brief explanation of the service)

This agreement must take into account that the information that is the subject of the service must be transferred and managed exclusively in the manner provided by the career.cosulich.com portal, as this is the solution that implements the technical and organizational measures deemed adequate by Fratelli Cosulich SpA to guarantee a level of security risk-adjusted, which include, among others, the transmission of encrypted data, access only via password-protected access on redundant systems subjected to backup procedures. In fact, the technical and organizational solutions provided by the career.cosulich.com portal were considered sufficient to mitigate the risks presented by the treatment with regard to destruction, loss, modification, unauthorized disclosure or access, accidentally or illegally, to personal data transmitted, stored or otherwise processed.

This agreement must also provide that the data controller and the data processor ensure that anyone acting under their authority and having access to personal data does not process such data unless instructed to do so by the data controller, except in the cases provided by the laws.

We have three actors playing in this scenario. A Company of the Fratelli Cosulich Group (hereinafter "**the Company**") that needs to fill a job position, a person looking for a job (hereinafter the "**interested party**" or "**data subject**") and Fratelli Cosulich SpA (hereinafter "**data controller**" or "**main contractor**") that offers its career.cosulich.com portal to manage the needs of the interested party and of the Company.

The interested party looking for work signs an agreement ("**the contract**", hereinafter) with the main contractor for the use of the portal and the Company signs this agreement for the publication of the job position requested on the portal.

I. Purpose of this notice

We refer to the usage of "web portal - career.cosulich.com" services (hereinafter **contract**)

This notice refers to the use of the services provided by the web portal - career.cosulich.com (the portal hereinafter). As part of this contractual agreement, the parties undertake to maintain the confidentiality of the data indicated below, as well as compliance with the laws and regulations in force applicable to the processing of personal data with particular reference to the dictates of regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, applicable from 25 May 2018 and local regulations to the Controller (hereinafter **GDPR** and "**local law**" or, collectively, "**the laws**").

II. Description of the processing to be carried out by the main contractor, under the GDPR regulation

The main contractor will process the personal data entered by the data subject, during the execution of the service covered by the Contract, in compliance with the GDPR regulation and therefore must share the data with third parties only if it is ensured that they are treated correctly with the same guarantees provided from EU companies to EU citizens.

III. Description of the processing to be carried out by the Data processor, under art. 28 of the GDPR (*)

The data controller will process the personal data (collected by the Data Controller from the data subject during the execution of the services covered by the Contract) according to the instructions of and on behalf of the Data Controller.

In particular, the Data Controller will use automated and manual means for the processing of personal data to achieve the purposes set out in the contract for a period not exceeding two years. The Data processor will apply the principles of the laws that best guarantee the rights of the data subject.

When the Client will process the data, in accordance with the law, for purposes other than those provided for in the Contract (e.g. after hiring), he will be considered by the main contractor as an autonomous and independent Data Controller. In that case, the main contractor will cease his function as Data Controller and may be appointed Data Processor in constant use by the Client of the portal services.

(*) Art. 28 GDPR - Processor

Where processing is to be carried out on behalf of a controller, the controller shall use only processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject.

The processor shall not engage another processor without prior specific or general written authorisation of the controller. 2In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.

Processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller. 2That contract or other legal act shall stipulate, in particular, that the processor:

- processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- ensures that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- takes all measures required pursuant to Article 32;
- respects the conditions referred to in paragraphs 2 and 4 for engaging another processor;
- taking into account the nature of the processing, assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III;
- assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

With regard to point (h) of the first subparagraph, the processor shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation or other Union or Member State data protection provisions.

Where a processor engages another processor for carrying out specific processing activities on behalf of the controller, the same data protection obligations as set out in the contract or other legal act between the controller and the processor as referred to in paragraph 3 shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of this Regulation. 2Where that other processor fails to fulfill its data protection obligations, the initial processor shall remain fully liable to the controller for the performance of that other processor's obligations.

Adherence of a processor to an approved code of conduct as referred to in Article 40 or an approved certification mechanism as referred to in Article 42 may be used as an element by which to demonstrate sufficient guarantees as referred to in paragraphs 1 and 4 of this Article.

Without prejudice to an individual contract between the controller and the processor, the contract or the other legal act referred to in paragraphs 3 and 4 of this Article may be based, in whole or in part, on standard contractual clauses referred to in paragraphs 7 and 8 of this Article, including when they are part of a certification granted to the controller or processor pursuant to Articles 42 and 43.

The Commission may lay down standard contractual clauses for the matters referred to in paragraph 3 and 4 of this Article and in accordance with the examination procedure referred to in Article 93(2).

A supervisory authority may adopt standard contractual clauses for the matters referred to in paragraph 3 and 4 of this Article and in accordance with the consistency mechanism referred to in Article 63.

The contract or the other legal act referred to in paragraphs 3 and 4 shall be in writing, including in electronic form.

Without prejudice to Articles 82, 83 and 84, if a processor infringes this Regulation by determining the purposes and means of processing, the processor shall be considered to be a controller in respect of that processing.

IV. Duration of Appointment

The assignment pursuant to this amendment ceases:

- A. when the main contractor has not ceased the processing of personal data transmitted to it or collected by the same pursuant to the Contract and has fulfilled all the obligations established by the Contract and by the applicable Laws regarding the processing of personal data or
- B. when the interested party has decided not to use the services of the portal anymore or
- C. when the Client declares himself not interested in the candidate or
- D. when the contract purposes are reached (e.g. the interested party has been hired).

In cases A, B and C the Client will have no further access to the data of the interested party. In case D we have two sub cases:

- the Client has hired the interested party and therefore acquires ownership of the data
- another Client has hired the data subject and therefore the current data controller ceases to process the data

V. Obligations of the Data processor towards the Controller

In processing the personal data, the Data processor agrees to comply with the Laws, with the following duties in this agreement and with the instructions of the Controller.

If the main contractor considers that an instruction constitutes a breach of the Laws or any other provision of EU law or the legislation of the Member States relating to data protection, it shall immediately inform the Client. Any derogations from the application of technical measures given must be expressly authorized by the Data controller.

In addition, if the Data processor transfers data to a sub-Data processor, a state authority, an international organization or another third party and/or to another country, it is obliged to seek the written consent of the Controller before the transfer of the personal data and indicate which guarantee measures it has adopted from among those provided by GDPR, unless required to do so by Union or state law to which the Data processor is subject; in which case the Data processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The guarantee measures include in particular:

- The transfer to a third country in compliance with the decisions on adequacy by the Commission as indicated by art. 45 of the GDPR;
- the adoption of the standard contractual clauses provided for by the European Commission according to art. 46 of the GDPR.
- the adoption of binding corporate rules, in accordance with art. 47 of the GDPR.

1) Training of authorized personnel

The Data Processor, in accordance with art. 24, 39 and 47 of the GDPR, must ensure that the persons authorized to process the personal data provided in the contract:

- agree to comply with the legal obligations regarding the protection of personal data;
- have received or will receive adequate training in the field of personal data protection before processing the data.

2) Documentation that the Client makes available to the Controller

Since any processing of data other than the use of the career.cosulich.com portal is prevented, the Client is exempt from the constraints of art. 28 of the GDPR art. 28 of the GDPR such as allow inspections to be carried out by the Controller or by the third party appointed by the latter to perform the audit. The Client don't must prove that it has adopted the required data protection policy to ensure compliance with privacy regulatory requirements and with adopted policies. Indeed:

- protection of confidentiality, non-disclosure, security is granted by portal;
- privacy risk analysis, as provided by relevant regulations , is guaranteed by the portal policies;

- Also the resumption of activities in the event of emergency, as well as business continuity and disaster recovery plans, the tasks of system administrators, with updated list of appointees including descriptions of their assigned functions are guaranteed by portal back end infrastructure.

3) Privacy by design and by default

With regard to tools, products, applications or services, the Client must take into consideration the principles of data protection at the design stage as well as during processing (see art. 25 of the GDPR).

4) Appointment of a sub-Data processor by the Data processor

Without prejudice to the contractual provisions on the obligation of prior authorization for subcontracting, the Data Processor may ask another party (hereinafter referred to as the "Subcontractor") to carry out specific data processing tasks.

In this case, in accordance with art. 28 of GDPR, the Data Processor shall inform the Controller that they have appointed in writing the Subcontractor as external data processing manager, providing information that clearly describes the processing tasks assigned to the Subcontractor, the identity and contact information of the Subcontractor and the duration of the contract. The Controller has 15 days from the date of receipt of this information to submit any objections to the information sent by the Data Processor regarding the content of the appointment of the Subcontractor as external data processing manager.

The Data Processor shall provide the Controller with an updated list of Subcontractors appointed to the processing of the data inherent to the contract to which this notice is annexed.

The Data Processor must provide the Subcontractor with the instructions given by the Controller in this notice. The Subcontractor must comply with the obligations under this contract and must process the data in accordance with the instructions given by the Controller to the Data Processor (i.e. via portal career.cosulich.com).

The Data Processor is responsible for ensuring that the Subcontractor has appropriate and sufficient qualifications and capacity to implement the technical and organizational measures in compliance with regulatory requirements. In this regard the Data Processor must perform controls on the work of the Subcontractor and ensure the Controller's access to the documentation produced.

The Data Processor shall be fully liable to the Controller if the Subcontractor does not fulfill their obligations to correctly perform the data processing tasks. The Controller reserves the right to carry out audits on the Subcontractor.

5) Obligation of cooperation in relation to the rights of data subjects

The Data Processor, in accordance with art. 28 of the GDPR, is obliged to cooperate and support the Controller as regards mandatory compliance with requests to exercise the rights of the data subject. The Controller is responsible for providing the information required for data protection to persons affected by the data processing at the time of data collection and to make available to the parties concerned an updated list of external managers of the personal data processing.

6) Notification of breaches of personal data

The Data Processor, in accordance with the provisions of art. 33 of the GDPR, shall notify the Controller of every incident and/or breach of personal data without undue delay and within 48 hours of gaining knowledge of the breach, using the following means: info@cosulich.it

This notification shall be accompanied by any relevant documentation to ensure that the Controller can, if necessary, inform the competent supervisory authority of the breach.

The documentation must include:

- a description of the nature of the personal data breach including, where possible, the categories and approximate number of the data subjects involved and the categories and approximate number of personal data records affected;
- the name of the person responsible for data protection or another contact who can provide more information
- a description of the probable consequences of the personal data breach;
- a description of the measures to be adopted to remedy the personal data breach, including, if appropriate, measures to mitigate any negative consequences.

If and to the extent that it is not possible to provide all this information simultaneously, it may be sent at a later time without undue delay.

7) Assistance of the Data Processor in fulfillment of obligations of the Controller

The Data Processor shall assist the Controller in the execution of data protection impact assessments and, if necessary, in the execution of prior consultation with the supervisory authority, in accordance with articles 35 and 36 of the GDPR.

8) Measures for data processing after the termination of services

In compliance with this agreement, the Data Processors have access to the data of the interested party only through the portal and therefore, in the event of cancellation, no destruction operation must be carried out to comply with the instructions and indications referred to in art. 28 of the GDPR, where it is envisaged that the Data Processor must undertake to destroy all personal data processed or to reconfer them to the Data Controller. But there are some exceptions: in the event that the Data Processor has the obligation to keep the information collected for the protection of legitimate interests (eg exercise or defense of a right in court) or in the case of assumption of ownership of the data processing (e.g. in case of employment). In any case, the Data Processor is required to communicate the destruction of all copies available in the IT systems as soon as possible in accordance with the law. In case of data retention, the Data Processor indicates the reasons and the data retention policy..

9) Keeping a log of processing operations

Each operation of the Data Processor carried out by the portal is automatically recorded. The Data Processor must keep a written record of the data processing activities for any reason carried out outside the portal, containing the following information:

- a) the categories of processing carried out on behalf of the data controller;
- b) transfers of personal data to a third country or an international organization, including the identification of the third country or international organization and, in the case of transfers referred to in Article 49, second paragraph, the documentation of suitable guarantees;
- c) where possible, a general description of the technical and organizational security measures referred to in Article 32, paragraph 1.

VI. Obligations of the Controller towards the Data Processor

The Controller undertakes to:

1. document in writing all instructions relating to the data processing, to be supplied to the Data Processor;
2. ensure, in advance and for the duration of the processing, that also other Data Processors appointed by the Controller comply with the obligations pursuant to data protection legislation;
3. supervise the data processing, including the conduct of audits and inspections in respect of the Data Processor.

VII. Liability of the Data Processor

As provided for by legislation, where the Controller and the Data Processor are involved in the same processing and are considered to be liable for any damage caused to the subjects concerned, each party



is jointly and severally liable for the full amount of the damage, in order to guarantee the effective indemnity of the data subject. If the Controller or the Data Processor, as external data processing manager, has paid the full compensation for the damage, that party has the right to claim from the other party involved in the processing the part of the compensation matching their share of the liability for the damage, in accordance with the conditions provided by legislation. For any processing carried out by the Data Processor in areas and for purposes other than and not expressly referred to in this notice, it is considered the autonomous Controller and as such is liable for any breaches.