

Terms of Service and Licence to Use

Introduction: This document (“Terms of Service”) is intended to regulate the non-exclusive and non-transferable license agreement for the use of the services provided by the software application called Merlo Mobility, hereinafter referred to as the “Portal”. The Portal is an application for mobile devices, which allows the User to access and interact with a series of services and functions offered by Merlo. At the same time, the service is also accessible through a dedicated web portal, allowing the User to take advantage of the same functions through an optimised web interface.

1. PARTIES

Platform Provider: Merlo S.p.A. with registered office in Via Nazionale, 9, 12010, S. Defendente di Cervasca (CN), Tax ID no./VAT no. 03078670043, registered in the Italian Business Register under no. CN-260677, in the person of its *pro tempore* legal representative, (hereinafter also referred to as “Merlo” or “Provider”)

User: The party using the Portal.

2. SUBJECT

- 2.1. The Provider provides the User with a cloud computing service for accessing and using the Portal.
- 2.2. The Portal offers both registered and non-registered users the possibility of accessing and consulting its content. However, for non-registered users, the user experience is limited: they will mainly have access to the presentation of the service, examples of use and to an overview of the App's functions, including by viewing demo vehicles, included in the Portal for illustrative purposes only.
- 2.3. Registered Users may, in compliance with the conditions and any economic terms governed by these Terms of Service and/or directly on the Portal, consult the Portal and view, as well as carry out, the following activities (in addition to those that may be implemented in the future) in relation to certain types of vehicles owned and manufactured by Merlo:

- user-machine identification and association: this allows a specific user to be associated with a vehicle;
- data required within the Portal: section dedicated to the collection and display of vehicle performance;
- vehicle cost information: provides details of vehicle cost, divided into fixed and variable costs, resale value, total annual cost;
- data analysis: function that makes it possible to view and partly analyse the data collected from the vehicle;
- vehicle statistics: provides detailed analysis and statistics on vehicle use and performance;
- vehicle problem notifications: allows notifications to be sent to the user in case of problems detected on the vehicle;
- communication with the Merlo network: allows emails to be sent directly to the dealer or authorised member responsible for handling warranty issues;
- integrated scheduler: a function that manages deadlines relating to the warranty, service coupons and allows the user to make appointments by sending an e-mail request to the dealer or the relevant authorised person;
- engine inhibition (start/stop): safety feature that allows preventing the vehicle from starting;
- SIM management: gives the possibility of activating or deactivating the vehicle's SIM, should the decision be made to discontinue the service.

2.4. It should be noted that the Provider may update the activities accessible through the Portal, adding, removing or modifying the list referred to in the preceding point, it being understood that the Provider is under no obligation to update and further develop the Portal, nor to keep the listed functions active. The Provider is not obliged to inform the User of any updates and revisions issued with reference to the list of services available via the Portal.

2.5. These Terms of Service are considered effective from the moment the User has started using the Portal.

3. PROVISION OF THE SERVICE

- 3.1. The User acknowledges that the Provider may communicate information regarding the status of the service mainly through the Portal or the website merlomobility.merlo.com. Such communications are to be considered as complementary support for the use of the Portal.
- 3.2. The minimum age for the creation of a User profile (and in any case to use the services offered by MERLO even as a non-registered User) is 18.
- 3.3. For the creation of a registered profile, it is necessary to provide a valid e-mail address. The Provider disclaims all liability arising from the loss or inaccessibility of the e-mail address associated with the profile by the User. The User is obliged to inform the Provider promptly of any changes to the e-mail address. The Provider shall not be liable for problems related to accessing the Portal due to failure to update or incorrect entry of the e-mail address.
- 3.4. The User is also responsible for the credentials provided for access to the Portal and undertakes not to disclose, give or allow third parties to use the access keys thus generated and to keep them with the utmost care and diligence, being the only person authorised to access them and the sole party responsible for their safekeeping and use.
- 3.5. If the User is the owner of a vehicle equipped with a Merlo Mobility Card, he/she can associate this vehicle to the Portal in order to access the services explained in point 2. To make this association, the User must provide the frame number and scan the QR code shown on the Merlo Mobility Card.
- 3.6. If the User decides to transfer his/her vehicle to another party, he/she must give the Merlo Mobility Card to the new owner and delete the vehicle from the Portal in a timely manner. Should the User fail to delete the vehicle, the Provider, upon request from the new owner and after due verification, shall be entitled to carry out the deletion itself.
- 3.7. In case of loss of the Merlo Mobility Card, the User shall promptly inform the Provider about it. The User confirms that he/she bears full responsibility for the safekeeping of the card, acting as the sole party authorised to use it and guaranteeing its integrity and the confidentiality of the data it contains.
- 3.8. The User accepts and acknowledges, as of now, as his/her own any use and operation of the Portal (connection, modification, service request, entering of content, data registration or other) that will be carried out with his/her access keys.

- 3.9. The User accepts that, with regard to the attestation of all operations carried out from his/her profile, only the logs on the Merlo's servers will be authentic.
- 3.10. The Provider reserves the right to verify on a random basis and/or by means of keyword searches and/or automated tools in its database that the use of the Portal takes place in compliance with these terms.

4. MANAGEMENT AND DELETION OF THE USER PROFILE

- 4.1. The User may request the deletion of his/her profile from the Portal by sending the request via the Portal itself. Any other method will only be allowed for documented reasons that prevent deletion via the Portal and will in any case be examined in the specific case and may be subject to further verification by the Provider.
- 4.2. It shall be understood that following the deletion of the profile, the Provider shall have no obligation to safeguard the data, information and content registered by the User on the Portal and shall not be liable in any way for any damage, alteration, loss, even partial, thereof.
- 4.3. Within six months from the date of the profile deletion, the Provider will permanently delete any data and information registered and stored by the User. Such period may be longer if there are contractual (e.g. to manage ongoing service activities) or legal (e.g. as a tax receipt) requirements.
- 4.4. With the exception of wilful misconduct and gross negligence, the Provider shall not be liable for any data, information and content deleted from the User's account and rendered irretrievable, either during the provision of the service or upon its termination.

5. ACCESS TO THE SERVICE AND POSSIBLE INFRINGEMENTS.

- 5.1. The Provider, in fulfilling its contractual obligations and in order to ensure a service that complies with security and quality standards, reserves the right to restrict, suspend or inhibit access to the Portal in the following cases:
 - in case of a breach of these terms and conditions of service by the User;

- if it turns out that the use of the Portal is not in line with the purposes set out in these terms and conditions of service;
- in other exceptional circumstances, determined at the Provider's discretion, always in compliance with contractual obligations and applicable regulations.

5.2. The following activities are in any case prohibited and may result in the inhibition of access to the Portal:

- data scraping activities (i.e. serial extraction of parts of the database contained in the services offered by the Provider, including user databases, maps, etc.);
- activities of re-use (also non-serial) of the contents contained in the services offered by the Provider on other platforms (also through “embedding and/or deep linking”);
- activities that involve or could involve an intentional overload of the Provider's IT resources;
- activities involving the decompilation of code, or in any case the unauthorised re-use of software used by the Provider;
- activities by-passing computer security measures.

6. OBLIGATIONS OF THE USER

- 6.1. The User shall access and use the Portal exclusively for lawful and legitimate purposes, with the utmost diligence, in strict compliance with the laws and regulations in force, as well as with the provisions of these Terms of Service, without infringing the rights and interests of the Provider and/or third parties.
- 6.2. The User, as the sole and exclusive user of the Portal, is solely responsible for every operation carried out in the use and management of his/her account, including the uploading/importing and use of his/her own content or that of third parties. The User takes on responsibility for the content of the information, settings, texts, multimedia content and data recorded, stored and transmitted via the Portal.
- 6.3. By virtue of the foregoing, the User hereby indemnifies the Provider against any liability arising from the operations carried out when using the Portal, the content uploaded and the use of said content, undertaking to indemnify the Provider against any dispute, claim for

compensation or any other type of claim made by third parties, including any direct or indirect damage to people or property.

7. OBLIGATIONS OF THE PROVIDER

- 7.1. Although the Provider undertakes to guarantee the functionality of the Portal without interruption 24/7, in accordance with the terms of these Terms of Service, it cannot be held liable for any malfunctions, inefficiencies or errors related to the Portal.
- 7.2. The Provider remains totally unrelated to the User's activity and is not subject to any obligation to monitor the User's use of the Portal, nor is it responsible for the accuracy or truthfulness of the data relating to the job profiles on the Portal and received by the Provider.
- 7.3. The Provider is not responsible for the data, information and content entered, transmitted or processed by the User on the Portal in general for the latter's use of the Portal, and reserves the right to take any initiative and action to protect its own rights and interests and those of third parties, including the communication to interested parties of the data useful for identifying the User.
- 7.4. The Provider may update the Portal over time, it being understood that the Provider is under no obligation to update and further develop the Portal. The Provider is not obliged to inform the User of any updates and revisions issued with reference to the Portal. All the clauses of these Terms of Service shall apply to the Portal thus updated or revised, unless any variations or additions are applied to the same and will be communicated to the User only through the Portal, together with the procedures for any unilateral withdrawal.
- 7.5. With the exception of wilful misconduct and gross negligence, the Provider shall not be liable in any way for the loss or damage of data, information and content on the Portal in the course of the aforementioned assistance and provision of additional services.
- 7.6. Unless otherwise agreed in writing, the Provider shall not be obliged to provide the User with assistance in relation to the use of the Portal, training in its use and/or the use of updates and revisions.

8. SERVICE LEVELS

- 8.1. The User accepts that the service on the Portal may be temporarily suspended for technical interventions, maintenance, updating or as a result of the technological evolution of hardware and software components. These changes may affect the technical characteristics, systems and resources of the Portal.
- 8.2. In relation to the provisions of the previous clause, and although it is not obliged to do so, the Provider undertakes, where possible, to notify the User of any planned suspensions and significant changes to the Portal. The User understands that in particular urgent circumstances, such communications may not be provided. Notwithstanding this, the Provider will always endeavour to provide the best possible experience for the User.
- 8.3. The Provider does not guarantee the suitability of the Portal for the User's specific purposes.
- 8.4. The Provider does not guarantee that the provision of the service and the operation of the Portal will be uninterrupted or error-free or in all possible combinations of use, or that all errors or defects can be remedied.

9. INTELLECTUAL PROPERTY

- 9.1. The User shall use the Portal in compliance with the intellectual property rights of the Provider and/or any third parties used or otherwise usable in the Portal.
- 9.2. These Terms of Service do not imply the transfer to the User of any ownership rights over the Portal and the devices/software that make it up and enable its operation. The Provider (possibly in conjunction with its providers) is the sole owner of the property rights, including intellectual property rights, over the Portal and the devices/software that make it up and allow it to function, as well as the moral rights and those of economic use, including the right to reproduce, translate, adapt, transform, modify and distribute in any form and without any limitation, including the sale and rental of copies and modified or updated versions thereof. The ownership of all object codes and source codes of the Portal remains with the Provider (possibly in conjunction with its providers) as well as that of all elements, components, applications, versions, developments, updates and software connected with or derived from the Portal, which

may be used by the User through the Service.

- 9.3. These Terms of Service do not grant the User any definitive right or title to the Portal. Unless otherwise agreed in writing, the User may not in any way use, sub-licence or allow the processing or otherwise transfer or in any other way make the Portal available to third parties, whether in return for payment or free of charge. The User may not reproduce, translate, adapt, transform, modify the Portal or any part of it, nor may he/she cause or permit its decompilation or disassembly, nor may he/she instruct third parties to carry out such activities. The User may also not make backup or archive copies of the Portal.
- 9.4. All techniques, algorithms and processes contained in the Portal and related documentation are confidential information owned by the Provider.
- 9.5. All registered and unregistered trademarks relating to the Portal and the Provider shall remain the exclusive property of the latter, without any right being derived by the User from acceptance of these Terms of Service.
- 9.6. Should the Provider become aware of any improper use of the Portal or violation of the prohibitions outlined in this article, it may terminate this Agreement, without the need for a formal notice, with the right to claim compensation for any damages suffered.

10. TERMINATION OF THE SERVICE

- 10.1. Although the Provider is committed to keeping the Portal active and up-to-date, these Terms of Service do not commit the Provider to maintaining the Portal over time.
- 10.2. The Provider reserves the right to suspend or cease the development and maintenance of the Portal at any time and without prior notice.
- 10.3. In no case may the termination of the Service constitute a breach of Agreement by the Provider, neither with reference to these Terms of Service nor with reference to any collaboration, sales or other economic relationships conveyed by the Portal.
- 10.4. Following the termination of the Service, the Provider shall have no obligation to safeguard the data, information and content registered by the Users on the Portal and shall not be liable in any way for any damage, alteration, loss, even partial, thereof.
- 10.5. Six months after the date of termination of the Service, the Provider will permanently delete

any data and information registered and stored by the User. In no way and for no reason shall the Provider be liable for data, information and content deleted from the User's account and made unrecoverable.

11. FEES AND PAYMENT

- 11.1. Currently, access to the Portal does not require payment of a fee. However, the Provider reserves the right to introduce a fee in the future. Should the Provider decide to apply a fee, the conditions, terms and conditions of payment shall be specified in detail and communicated to the User. The application of such a fee will only take place following written acceptance by the User, in accordance with the conditions that will be indicated by the Supplier at the appropriate time.

12. APPLICABLE LAW AND PLACE OF JURISDICTION

- 12.1. This Agreement is governed by Italian law.
- 12.2. Any dispute between the parties concerning the interpretation, validity, execution and termination of this Agreement shall fall under the exclusive jurisdiction of the Court of Cuneo.

13. PRIVACY

- 13.1. The regulation of the relationship between the parties with reference to the processing of data by the Provider, as well as by the User through the Platform, is governed by the privacy policy and the contract of appointment of external data processor available at the following LINK. By signing this Agreement, to which the privacy policy and appointment should be considered annexed and an integral part, the User accepts the terms and conditions set out in the

appointment and acknowledges having read the privacy policy.

14. CHANGES TO THESE TERMS OF SERVICE

- 14.1. Any changes to these Terms of Service shall be deemed effective from the moment they are communicated to the User and without prejudice to the User's right to cease using the services offered by the Provider from that moment.
- 14.2. Continued use of the services offered by the Provider following notification of the updated Terms of Service (which shall be communicated to the User only through the Portal together with the procedures for any unilateral termination) implies acceptance of the updated Terms of Service.

Appointment of External Processor and Disclosure

In the performance of the Agreement to which this is attached, Merlo S.p.a. may process personal data of the customer or of its employees or collaborators. The data will be processed in accordance with the conditions set out in the following information notice:

Information notice pursuant to EU Reg. 2016/679

1. Purpose of processing.

The purpose of processing is solely the correct and complete performance of the Agreement between the parties or pre-contractual measures at the request of the Customer/Provider. The basis of the processing is (i) the performance of a contract to which the data subject is party or of pre-contractual measures taken at the request of the same, (ii) the fulfilment of legal obligations to which the Data Controller is subject, (iii) the legitimate interest of the Data Controller in providing an information/updating service to Customers/Providers.

2. Data processing method.

The processing will be carried out with the aid of electronic instruments. Processing is carried out by the Data Controller and/or by persons expressly authorised by the same and/or by external data processors.

3. Provision of data.

The provision of common personal data is strictly necessary for the purposes of carrying out the activities referred to in point 1. Any refusal by the data subject to provide personal data in the case referred to in point 3 will make it impossible to perform the activities referred to in point 1.

4. Communication of data.

Personal data may be communicated for the purposes set out in point 1 to the company's employees, external collaborators, and, in general, to all those public and private entities to which such communication is necessary for the proper fulfilment of the purposes set out in point 1.

Personal data are not subject to dissemination.

5. Transfer of data abroad and profiling.

Your personal data will not be transferred outside the European Union. Data are not subject to profiling.

6. Rights of the data subject.

The data subject has the right to obtain access to, rectification or erasure of personal data, restriction of processing of data concerning him/her, to object to processing, to data portability, to lodge a complaint with the supervisory authority (Privacy Authority – www.garanteprivacy.it).

7. Duration of Processing.

The Data Controller shall process personal data for the period necessary to achieve the purposes for which they are processed, in any case within the term of 10 years following the termination of the contractual relationship for tax purposes.

With reference to the informative communications sent on the basis of the legitimate interest of the Data Controller, it is always possible for the recipient to terminate the processing in the manner indicated at the bottom of each informative communication sent or by sending an email to privacy@merlo.com.

8. Data Controller.

The Data Controller is Merlo Spa, with registered office in Via Nazionale, 9, 12010, S. Defendente di Cervasca (CN). You may contact the e-mail address privacy@merlo.com (indicating “privacy access” in the subject line) to exercise the rights indicated in the preceding point.

Agreement pursuant to Art. 28 of EU Reg. 2016/679

In the execution of this Agreement Merlo may also process personal data on behalf of the Customer. In these cases, the Customer is the Data Controller and Merlo is the Personal Data Processor pursuant to Art. 28 of EU Reg. 679/2016.

The scope of the Processing carried out by Merlo pursuant to this Agreement is as follows:

- subject: management of a cloud computing service for the access and use of a portal that allows the user to manage maintenance data, location and other data of the vehicles produced by Merlo;
- duration: duration of the Agreement to which this is attached;
- categories of data subjects: the data processed on behalf of the customer only concern data relating to the vehicles produced by Merlo; however, such data may in limited cases contribute to the identification of customers, employees, collaborators of the customer or other subjects.

In particular, in cases where Merlo is processing Personal Data on behalf of the Customer, it is required to:

- process Personal Data only to the extent necessary to comply with its contractual obligations and the terms of service of the cloud computing service, except as required by European Union law or applicable law, in which case Merlo will be required to inform the Customer in accordance with the provisions of the related law;
- implement, maintain and operate technical and organisational measures, which are appropriate and sufficient to meet the requirements of the applicable Data Protection legislation;
- provide the assistance and cooperation reasonably requested by the Customer in order to be able to fulfil its obligations with regard to Personal Data under the applicable Data Protection legislation, including requests for access, rectification, deletion, restriction of data processing.

Merlo reserves the right to charge the Customer for the reasonable costs incurred in providing such assistance and collaboration.

Merlo undertakes to notify the Customer in writing and without undue delay of a data breach relating to personal data processed by Merlo under this Agreement, and to provide the Customer with full cooperation and assistance in relation thereto.

Upon termination of the contractual relationship Merlo undertakes to:

- destroy all personal data processed in the context of this relationship within six months from the termination of the Agreement, except for the expiry of the warranty terms of the vehicle manufactured by Merlo (in which case some data may be retained for the purpose of guaranteeing the services covered by the warranty and/or maintenance activities carried out under warranty).

Merlo is in any case allowed to further retain the data for legal obligations.

Upon written request (no more than once a year) Merlo is obliged to respond to audit activities by the Customer, which however do not allow the Customer to access the company premises for inspection activities (as they contain information relating to other customers and their inspection could expose information covered by trade secret).

Merlo reserves the right to charge the Customer for the reasonable costs incurred in offering such auditing activities.

By signing the Agreement to which this is attached, the Customer authorises Merlo to appoint sub-processors, in accordance with the principles and requirements set out in this appointment and EU Reg. 2016/679. A list of sub-processors will be provided at the Customer's request.

At any time to modify, rectify or request information regarding your personal data, you can write to privacy@merlo.com.

CONTRACT OF APPOINTMENT AND INSTRUCTIONS TO THE PROCESSOR

pursuant to Article 28 of EU Regulation 2016/679

Between

MERLO S.p.A. (VAT no. 03078670043), with registered office in Via Nazionale, 9, 12010 S. Defendente di Cervasca (CN) (hereinafter “**the Data Controller**”)

and

MOVIMATICA SRL (VAT no. 07948420018), with registered office in Via Maestri del Lavoro, 22 12010 S. Defendente di Cervasca (CN) (hereinafter “**the Data Processor**”)

In compliance with Art. 28 of EU Reg. 2016/679 the parties agree as follows:

I. Purpose

The purpose of these conditions is to define how the Data Processor undertakes to carry out the personal data processing operations defined below on behalf of the Controller.

Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter “the General Data Protection Regulation”).

II. Description of the Data Processor's services

The Data Processor is authorised to process on behalf of the Data Controller all the data of which it will become aware during its activity concerning the provision of IT services necessary for the operation of the software application called Merlo Mobility.

The data processed are common personal data.

The categories of persons concerned are the Controller's employees/customers/suppliers, as well as other persons (such as employees or collaborators of the Controller's customers).

The processing of the data listed above is necessary for the performance of the contract.

For the purposes of personal data legislation, you will therefore take on the role of External Processors, for processing carried out on behalf of and following the directives of the Data Controller Merlo S.p.a.

III. Duration of appointment

This appointment shall have a duration corresponding to that of the service offered by the Data Processor to the Data Controller.

It should be noted that the obligations concerning confidentiality, communication and dissemination of personal data must also be observed following a change/termination of the relationship between the Data Controller and the Data Processor.

IV. Obligations of the Data Processor to the Data Controller

The Data Processor undertakes to:

1. Process data only for the purpose specified above and for the performance of contractual services.
2. Process data in full compliance with the principles of EU Reg. 2016/679. If the Controller is obliged to transfer the data to a third country or international organisation by virtue of the EU laws or the laws of the member state to which it is subject, it must inform the Controller of this legal obligation prior to the processing, unless the laws concerned prohibit such information for important reasons of public interest.
3. Guarantee the confidentiality of personal data processed in the context of this appointment.
4. Check that the persons authorised to process personal data by virtue of this appointment:
 - commit themselves to confidentiality or are subject to an appropriate legal obligation of secrecy;
 - receive the necessary training in personal data protection.

5. When using materials, products, applications or services, take into account the principles of data protection from the moment in which they are designed and the data protection by default.

6. (Right to information of the data subjects)

It is up to the Data Processor to provide the information referred to in Articles 13-14 of EU Reg. 2016/679 to data subjects for processing operations when registering on the software application and previously when accessing the site.

(Exercise of data subjects' rights)

The Data Processor must assist as far as possible the Data Controller in fulfilling its obligations in pursuing requests to exercise the rights of data subjects: the right of access, rectification, erasure and objection, the right to restriction of processing, the right to transport data, the right not to be subject to automated individual decision-making (including profiling). The Data Processor must respond, in the name and on behalf of the Data Controller (and in agreement with the latter) within the timeframe provided for by the General Data Protection Regulation to requests from data subjects when they exercise their rights, since these data are the subject of the services provided for in this appointment.

7. (Personal data breach notification)

The Data Processor shall notify the Controller of any breach of personal data within a maximum of 48 hours after having become aware of it, by means of a Certified Email (PEC) and a regular email to privacy@merlo.com. This communication shall be accompanied by any relevant documentation enabling the Data Controller, if necessary, to notify this breach to the competent supervisory authority. By agreement with the Data Controller, the Data Processor notifies the competent supervisory authority (the Data Protection Authority), in the name and on behalf of the Data Controller, of personal data breaches. Such notification must be made without undue delay and, where possible, within 72 hours of becoming aware of it, unless the personal data breach is unlikely to present a risk to the rights and freedoms of natural persons. If the notification to the supervisory authority is not made within 72 hours, it shall be accompanied by the reasons for the delay.

The notification must at least:

- a) describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects involved and the categories and approximate number of records of the personal data in question;
- b) communicate the name and contact details of the Data Protection Officer or other contact point from which more information can be obtained;
- c) describe the probable consequences of the personal data breach;
- d) describe the measures taken or proposed to be taken by the Controller to address the personal data breach and also, where appropriate, to mitigate its possible negative effects.

If and only to the extent that it is not possible to provide the information at the same time, the information may be provided at later stages without further undue delay.

Subject to prior agreement with the Data Controller, the Data Processor shall notify the data subject of a personal data breach where such a breach is likely to generate a high risk for the rights and freedoms of a natural person.

The notice to the data subject shall describe, in clear and simple terms, the nature of the personal data breach and shall at least contain:

- a) the description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects involved and the categories and approximate number of records of the personal data in question;
- b) the name and contact details of the Data Protection Officer or other contact point from which more information can be obtained;

- c) a description of the probable consequences of the personal data breach;
 - d) a description of the measures taken or proposed to be taken by the Controller to address the personal data breach and also, where appropriate, to mitigate its possible negative effects.
8. (Assistance of the Data Processor in the implementation of the Data Controller's obligations)
 The Data Processor assists the Data Controller in carrying out data protection impact analyses, in accordance with Article 35 of the GDPR, where this is prescribed.
 The Data Processor shall assist the Data Controller in the prior consultation of the supervisory authority, provided for in Article 36 of the GDPR, if prescribed.
9. (Security measures)
 The Data Processor undertakes to implement security measures appropriate to the protection of the data processed.
 The Data Processor undertakes in particular to:
- a) comply with the Data Controller's information security policies;
 - b) use up-to-date computer devices protected by up-to-date antivirus, anti-malware and firewall software;
 - c) access to personal data only through encrypted connections;
 - d) set a session time-out when logging into the software application when the user is not active for a certain period of time (30 minutes at the most);
 - e) use complex, non-repeating passwords on different systems/accesses;
 - f) use individual, personal accounts and keep the log for at least six months;
 - g) implement cybersecurity and risk mitigation tools in the management of the software application, update them over time, and implement a plan to control and update it.
10. (Disposal of data after termination of contractual services)
 Upon completion of the services relating to the processing of these data, the Data Processor undertakes, at the option of the Controller, to:
- destroy all personal data processed in the context of this relationship; or
 - refer all personal data processed in the context of this relationship to the Data Controller; or
 - keep the data until they expire (as indicated in the information provided by the Controller to the data subjects); or
 - refer all personal data processed under this relationship to the successor Data Processor.
- The return must be accompanied by the destruction of all existing copies in the information systems of the Processor. Once all existing copies have been destroyed, the Data Processor must acknowledge in writing that they have been destroyed.
 The Processor is allowed to retain the data for legal obligations.
11. (Data Protection Officer)
 The Data Processor shall inform the Controller of the name and details of its Data Protection Officer, if one has been designated in accordance with Art. 37 of the General Data Protection Regulation.
12. (Record of processing activities)
 The Data Processor declares to keep a paper or digital record of all processing activities carried out on behalf of the Data Controller and which includes:
- the name and details of the Data Controller on whose behalf he/she is processing, of any Data Processors and, if designated, of the Data Protection Officer;
 - the categories of processing carried out on behalf of the Data Controller;
 - if any, transfers of personal data to a third country or to an international organisation and, in the case of transfers pursuant to the second subparagraph of Article 49(1) of the General Data Protection Regulation, the documents certifying the existence of appropriate security measures;
 - as far as possible, the deadlines for deletion of the different categories of data.

13. (Documentation)

The Data Processor shall make available to the Data Controller the documentation necessary to demonstrate compliance with all obligations and to enable audits, including inspections, to be carried out by the Data Controller or by another auditor mandated by the Data Controller, and shall contribute to these audits.

V. Obligations of the Data Controller to the Data Processor

The Data Controller undertakes to ensure during the duration of the relationship between the parties under this contract that the Data Processor complies with its obligations under the General Data Protection Regulation.

VI. Authorisation to appoint sub-processors

The Data Controller authorises the Processor to appoint sub-processors, in accordance with the principles and requirements set out in this appointment and EU Reg. 2016/679 and promptly informs the Controller of the persons to be appointed.

VII. Audit rights

The Data Processor shall make available to the Data Controller, upon request, all information necessary to demonstrate compliance with the obligations set out in this appointment and shall consent to the review activities carried out by the Data Controller. The Data Processor shall provide full cooperation to the Data Controller in connection with such audits and provide evidence of compliance with the obligations upon request.