

DATA PROTECTION AGREEMENT

ARTICLE 01 - OBJECT

This agreement defines the conditions under which the applicant _____ undertakes to perform, as subcontractor, on behalf of the CNIEL as controller, the processing operations of personal data defined in this agreement, where the applicant is retained for the contract which is the subject of the consultation and thereby becomes the successful tenderer (hereinafter 'the Successful tenderer').

In accordance with the provisions of Regulation (EU) No 2016/679 and French Law No 78-17 of 6 January 1978, the CNIEL and the Successful tenderer (hereinafter collectively referred to as the "Parties") undertake to take all precautions useful in order to uphold the rights of the persons concerned by the processing of personal data and to preserve, in all circumstances, the security and confidentiality of personal data. Each Party is responsible to the other Party and to third parties for compliance with the regulations on the protection of personal data as part of its activities under the contract.

For the purposes of this Agreement, the following words shall be understood as "personal data", "processing", "controller", "processor", "recipient", "consent", and "personal data breach" as defined in Article 4 of Regulation (EU) No 2016/679.

ARTICLE 02 - DESCRIPTION OF THE DATA PROCESSINGS

The Successful tenderer is responsible for performing the service subject of the contract (hereinafter the "Service").

To perform the Service, the personal data processing operations carried out by the Successful tenderer and its possible subcontractors are as follows:

- | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> collection | <input type="checkbox"/> hosting | <input type="checkbox"/> extraction | <input type="checkbox"/> consultation |
| <input type="checkbox"/> locking | <input type="checkbox"/> organisation | <input type="checkbox"/> use | <input type="checkbox"/> change |
| <input type="checkbox"/> Exchange | <input type="checkbox"/> Sharing | <input type="checkbox"/> Crossing | <input type="checkbox"/> Deletion |

If other(s), please specify : _____

The categories of persons whose personal data are collected are:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> CNIEL employees | <input type="checkbox"/> Industry professionals | <input type="checkbox"/> General Public/Consumers | <input type="checkbox"/> Other (specify) _____ |
|--|---|---|--|

The categories of personal data (hereinafter the "Data") processed relate to:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> directly identifying data | <input type="checkbox"/> Personal life | <input type="checkbox"/> Professional life | <input type="checkbox"/> Economic and financial data |
| <input type="checkbox"/> Connection data (internet, app) | <input type="checkbox"/> special categories of personal data | <input type="checkbox"/> Other (specify) _____ | |
| | If yes, specify _____ | | |

ARTICLE 03 – OBLIGATIONS OF THE SUCCESSFUL TENDERER

3.1. In all circumstances, the Successful tenderer undertakes to comply with all the following measures and enforce them by its employees as well as any other person(s) assisting her/him:

- Take into account, as regards its tools, products, applications or services, the principles of data protection by default, from the collection until their complete and irreversible deletion;
- Processing personal data only for the purposes of carrying the Service;
- Take all measures to prevent accidental or unlawful destruction, accidental loss, alteration and any misuse or fraudulent use of personal data;
- Guarantee the strict confidentiality of personal data, in particular by not disclosing it to other persons, whether private or public, physical or legal, except to its subcontractors, authorized by the CNIEL;
- Make no copy of the personal data, without the prior written consent of the CNIEL;
- Ensure that persons authorized to process personal data undertake to respect the confidentiality of personal data or are subject to an appropriate confidentiality obligation, and receive the necessary training in the protection of personal data
- Inform the CNIEL immediately if it considers that an instruction given by the latter constitutes a violation of Regulation (EU) No 2016/679, Law No 78-17 of 6 January 1978 and its implementing texts, any other provision of European Union law or the law of the Member States relating to the protection of personal data;
- Inform the CNIEL without delay of any request for access or communication from a third party that may or may not use an authorization resulting from the application of legal or regulatory provisions;
- Ensure complete traceability of data incidents or breaches
- Make no transfer of personal data outside the territory of the European Union and the European Economic Area, except in strict compliance with the conditions laid down in Regulation (EU) No 2016/679, to countries' third parties having an adequate level of protection in the sense of the supervisory authorities or to a subcontractor previously authorized by the CNIEL and signatory of the standard contractual clauses enacted by the European authorities.

3.2. As soon as it becomes aware of any violation or breach of personal data, the Successful tenderer shall notify the CNIEL within a maximum of twenty-four (24) hours.

The Successful tenderer shall provide the CNIEL at the time of notification of the incident, or if this is not reasonably possible, as soon as possible, after the notification of the violation of the personal data, the following information relating to their violation:

- The nature of the data breach;
- The estimated number of persons involved;
- The categories of the person(s) involved;
- The categories of Data concerned;
- The estimated number of Data violated;
- The measures taken to remedy the data breach, including, where appropriate, measures to limit adverse effects and potential risks.

The Successful tenderer shall assist the CNIEL as far as possible in reporting the data breach to the relevant control authorization and / or to the person (s) involved in the data breach.

3.3. The Successful tenderer undertakes to keep in writing a register of all processing of personal data carried out on behalf of the CNIEL including:

- The identity and contact details of the CNIEL on whose behalf he acts, any subcontractors and, if applicable, the identity and contact details of the Data Protection Officer of CNIEL and any subcontractors;
- The categories of data processings performed on behalf of the CNIEL;
- Where applicable, data transfers to a third country;
- As far as possible, a general description of the technical and organizational security measures.

The CNIEL accesses on request, to the register concerning the data processings carried out for its own account. Upon receipt of the request by the Successful tenderer, these documents are communicated to the CNIEL within five (5) working days.

ARTICLE 04 – EFFECTIVE DATE

This agreement shall enter into force on the date it is signed.

By signing this agreement, the Successful tenderer acknowledges having read it in its entirety and undertakes to apply all of these provisions without reservation.

The agreement will become void if the applicant does not win the contract

Signed on:

AT :

SIGNATURE OF THE SUCCESSFUL TENDERER

Preceded by "read and approved"