

Subject:

**Appointment of the Data Processor
pursuant to Article 28 of Regulation (EU) 2016/679**

The Data Controller (identified as the client entering into the supply agreement with Meeting Project Srl) has decided to engage external parties for the processing of personal data, entrusting them with specific activities which remain under the responsibility of the Data Controller and do not involve decisions concerning the purposes and methods of data processing.
Accordingly, the Data Controller hereby:

APPOINTS

Meeting Project Srl,
with registered office at **Via D. Frisia 2,**
Merate (LC), Italy,
VAT No. **02141810131**
(hereinafter referred to as the **“Supplier”**),

as **Data Processor** responsible for the performance of **“Technical services for the organization and execution of events”** (and any other services specified in the agreement in force between the parties) for the benefit of the Data Controller, activities which involve the processing of personal data.

The Supplier possesses appropriate experience, expertise, and reliability with respect to the tasks assigned and, by accepting this appointment, confirms and guarantees compliance with the applicable provisions on personal data processing, including with regard to data security (through the adoption of appropriate technical and organizational measures pursuant to Article 32 of Regulation (EU) 2016/679) and the protection of the data subject’s rights.

1. Duties of the Data Processor

The Supplier provides the Data Controller with **“Technical services for the organization and execution of events”** (and any other services specified in the agreement in force between the parties).

For the entire duration of the contract/agreement between the Data Controller and the Data Processor, the Data Processor shall strictly comply with these instructions and with any further instructions issued by the Data Controller.

2. Instructions Given to the Data Processor

In carrying out the above-mentioned tasks, the Data Processor shall comply with the instructions issued by the Data Controller and, in particular, shall:

- Process personal data lawfully, fairly, and transparently with respect to the data subject.
- Collect personal data solely for specific, explicit, and legitimate purposes indicated by the Data Controller and subsequently process them in a manner compatible with those purposes.
- Ensure that the data are adequate, relevant, and limited to what is necessary in relation to the purposes for which they are processed.
- Ensure that personal data are accurate and, where necessary, kept up to date.

- Store personal data in a manner that ensures integrity and confidentiality, guaranteeing, within the scope of its responsibilities, an adequate level of security in order to reduce the risk of unauthorized or unlawful processing, accidental loss, destruction, or damage.
- Process personal data on the basis of a legal obligation, the data subject's consent, the performance of a contract to which the data subject is a party, the protection of the vital interests of the data subject or another natural person, the performance of a task carried out in the public interest or in the exercise of official authority vested in the Data Controller, or the pursuit of the legitimate interests of the Data Controller or third parties, provided that such interests do not override the interests or fundamental rights and freedoms of the data subject requiring protection of personal data, in particular where the data subject is a minor.
- Disclose personal data of the data subject only with the prior authorization of the Data Controller.
- In any event, ensure that any disclosure is carried out exclusively for purposes related to the performance of the contract/agreement.
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In particular, the Data Processor shall:

- Cooperate with the Data Controller in order to ensure, within the scope of its responsibilities, the effective and efficient exercise of the aforementioned rights by data subjects.
- Appoint authorized persons involved in data processing activities, providing them with appropriate instructions and verifying compliance therewith.
- Maintain a record of the personal data processing activities carried out within its scope of responsibility.
- Implement and verify the adoption of the technical and organizational measures required by applicable law.
- Promptly inform the Data Controller of any circumstance relevant under Legislative Decree No. 196/2003 or Regulation (EU) 2016/679 (such as requests from the supervisory authority, inspections, data breaches, etc.), as well as the outcome of the relevant procedures and any personal data breach.
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Additional instructions for the performance of the delegated activities may be provided to the Data Processor prior to and during the processing activities.

3. Rights and Obligations of the Data Processor

The Data Processor guarantees the Data Controller that the authorized persons appointed by the Data Processor are bound by strict confidentiality obligations based on contractual arrangements. The appointed Data Processor may engage another entity for the performance of the delegated activities (so-called "**Sub-Processor**") only with the prior written authorization, whether specific or general, of the Data Controller. Any such appointment shall be governed by a data processing agreement compliant with Article 28(2) and (4) of Regulation (EU) 2016/679.

This document constitutes a general written authorization valid for the current Sub-Processors: **NONE**.

The Data Processor shall inform the Data Controller of any appointment or replacement of Sub-Processors, thereby giving the Data Controller the opportunity to object within 30 days from the date of notification.

The Data Processor shall be liable, without prejudice to its right of recourse against them, for any damage caused during processing activities carried out by authorized persons or Sub-Processors.

The Data Processor shall be required to assist the Data Controller, through appropriate technical and organizational measures, in fulfilling its obligations to respond to data subjects' requests, by providing all relevant information and data in its possession and by actively enabling the Data Controller to comply with such requests. Similarly, considering the nature of the processing and the information available to the Data Processor, it shall assist the Data Controller in fulfilling its obligations regarding security measures and, where applicable, in carrying out prior consultation with the supervisory authority pursuant to Article 36 of Regulation (EU) 2016/679.

Upon expiration of the service contract referred to in Section 1, if not renewed, the Data Processor shall return all personal data processed on behalf of the Data Controller and permanently delete them from its information systems, unless the Data Processor is subject to specific data retention obligations under Union or national law.

Upon request, the Data Processor shall provide the Data Controller with all information necessary to demonstrate compliance with the obligations set out in this appointment and those required by applicable law, and shall cooperate with any audits or inspections carried out by the Data Controller or by another entity appointed by the latter.

4. Rights and Obligations of the Data Controller

The Data Controller reserves the right to update the tasks and instructions provided to the Data Processor or to assign new ones.

The Data Controller also reserves the right to carry out inspections or audits in order to verify the proper performance of the assigned activities and duties. Furthermore, the Data Controller shall periodically verify the Data Processor's experience, capacity, and reliability, as well as its compliance with all applicable data security regulations. For this purpose, the Data Controller may require written reports on a regular basis.

The Data Controller shall, in any event, keep the Data Processor duly informed of and updated on any circumstance relevant to the processing activities delegated to the Data Processor.

This appointment shall remain effective for the duration of the contract/order referred to in Section 1 and shall be deemed revoked upon termination, for any reason whatsoever, of the relevant contractual or legal relationship.