
CONTRACT PURSUANT TO ART. 28 REG. (EU) 2016/679 FOR THE REGULATION AND ASSIGNMENT OF LIABILITY FOR THE PROCESSING OF CONSUMERS' PERSONAL DATA IN THE CONTEXT OF WARRANTY REGISTRATION

between

Laminam S.p.A., with registered office in Via Ghiarola Nuova no. 258, 41042, Fiorano Modenese (MO), VAT no./Tax ID. IT01969990355, in the person of its legal representative *pro tempore*, as Data Controller (hereinafter "**Laminam**" or the "**Data Controller**")

and

the **Retailer Company** (as better defined in the text and in any case also the "**Data Processor**")

(hereinafter, Laminam and the Retailer Company the "**Parties**")

WHEREAS:

- a) **Laminam** produces ceramic slabs of large size and minimum thickness (hereafter, the "**Slabs**"), obtained through the use of state-of-the-art processing techniques, used in exterior architecture, interior design and furniture to create cabinets, partition walls, risers, worktops, kitchen tops, bathroom tops and tables without cuts (hereafter, the "**Derivative Products**");
- b) to market and distribute the slabs, it developed a sales "chain" based on the B2B relationship model;
- c) on the other hand, the sale, distribution and, more in general, the "retail" distribution of the Slabs to the final customer (hereinafter, the "**Consumer**") takes place "indirectly" through autonomous and independent commercial retailers specialised in their own reference sector (kitchen outlets, furniture makers, furniture stores, *etc.*), including the "**Retailer Company**", within the scope of the sales of Derivative Products;
- d) Laminam intends to offer the Consumer the Warranty related to the Slabs;
- e) to this end, Laminam developed a telematic procedure for registering the Warranty, providing a special section on its institutional website (hereinafter, the "**Registration**");
- f) to facilitate the registration of the Warranty and to offer a more efficient service to the Consumer, Laminam decided to adopt a double registration system, also availing itself of the collaboration of the Retailer Company, since it has direct relations with the Consumer;
- g) in particular, Laminam allows the Consumer to carry out the Registration independently or through the Retailer Company, providing on its website the respective access sections (namely "**PRIVATE INDIVIDUAL**" / "**PROFESSIONAL**") and the relative forms;
- h) in the event that the Consumer decides to appoint the Retailer Company (*Professional*) to carry out the Registration, the latter is responsible for collecting the Consumer's personal data necessary for the Registration and for the management of the relative procedure and the resulting fulfilments, including filling in the forms provided by Laminam on its website; printing and delivery of the warranty certificate issued by Laminam to the Consumer if the latter does not have their own email address; more in general, management of the relationship with the Consumer instrumental to the Registration, informing them for example about any problems with the Registration and/or the successful completion of the procedure (hereinafter, the "**Activities**");
- i) the Registration therefore entails the processing (and the performance of the relevant operations; *see below*) by the Retailer Company of the Consumer's personal data within the limits indicated in Articles 1 and 2, in relation to the permitted processing operations and the scope/object of the processing itself (hereinafter, the "**Processing**");
- l) in this context, Laminam has the power to identify the purpose and methods of the Processing carried out by the Retailer Company, which therefore acts on behalf of Laminam (also using resources within its own organisation), in compliance with the provisions of the applicable legislation on the protection of personal data, as well as the instructions set out in the following articles and the operating procedures directly provided by Laminam and any other written instructions that may be given from time to time by Laminam in order to guarantee the protection of personal data;
- m) therefore, Laminam intends to attribute to the Retailer Company, limited to the Activities, the liability for the Processing - pursuant to Article 28 of Regulation (EU) 2016/679 (hereinafter, the "**Regulation**") - to ensure full compliance with the

LAMINAM.COM



rules on the protection of personal data; the Retailer Company intends to accept, declaring that it has the experience, technical skills and resources to ensure full compliance with the current provisions on the processing of personal data, including the profile related to security (of a technical and organizational nature);

- n) it is understood that - in relation to the processing of the Consumer's personal data that the Retailer Company carries out in pursuit of its own purposes, different and broader than the execution and management of the Activities - the Retailer Company acts, depending on the case, as autonomous data controller or as data processor of data subjects other than Laminam, operating in such cases in the context of its own organisation in an independent manner with respect to the Activities and therefore to the processing that it may carry out "on behalf" of Laminam.

All the foregoing being an integral and substantial part of this Agreement (hereinafter, the "**Assignment of Liability**"), the Parties

AGREE
as follows.

1) OBJECT OF THE ASSIGNMENT OF LIABILITY AND IDENTIFICATION OF PROCESSING OPERATIONS

1.1 By the Assignment of Liability, the Parties regulate their mutual relations with respect to the Processing.

1.2 In particular, the Data Processor is authorised to process to the extent and within the limits necessary for the performance of the Activities. Therefore, the role of Data Processor attributed to the Retailer Company with the Attribution of Liability refers to the Processing operations functional to the Registration, which the Retailer Company may find itself carrying out on behalf of Laminam and for which it assumes liability, including:

- collection of the Consumer's personal data necessary to fill in the forms on Laminam's website for Registration and any additional contact data necessary to manage the relationship with the Consumer for this purpose;
- transmission to Laminam, by filling in the specific area of the website, of the Consumer's data;
- any activity connected with the above-mentioned operations, in compliance with the applicable legal provisions and in any case with the instructions in any way given by the Data Controller; in particular: identification of the Consumer, by verifying personal data and all the documentation required for

Registration and Warranty;

- in the course of entering personal data, the verification of the correspondence of the data entered with the data resulting from the documents, the correctness of the data and information declared by the Consumer or otherwise inherent to the purchase of the Slabs (such as the identification code);
- more generally: a) management and supervision of all personal data processing operations (including accidental ones) necessary for the performance of the Activities; b) implementation of the procedures aimed at coordinating with the activities of any third-party structures in turn appointed by the Data Controller; c) performance of any other activity necessary for the proper implementation of the personal data processing regulations, in the context of the assigned scope of liability.

1.3 It is also the duty of the Data Processor to do or suggest whatever is appropriate for the implementation of the instructions provided by the Data Controller and in accordance with their role, inter alia by promptly reporting in writing any event or element that may be relevant in relation to the Processing and, in particular, in relation to the security of Personal Data.

2) SCOPE/OBJECT OF PROCESSING

The scope of the Processing is limited exclusively to personal data that the Data Controller (as a result of outsourcing the management of certain aspects of its business, in particular the Registration procedure) consents to the direct knowledge and collection thereof for the purpose of providing the Activities, in accordance with the purpose of the processing for which they are collected in the context of the Registration. In particular, for the purposes of Registration, the Retailer Company collects the following common personal data of the Consumer: first name, last name, address where the Slab (together with the Derivative Product) is to be delivered and installed, e-mail address, as well as the identification code of the purchased slab (hereinafter, collectively, the "**Personal Data**").

2.2 Therefore, referred to what specified in premise n), any processing of Personal Data carried out by the Retailer Company that is not strictly related and aimed at the Activities and inherent to the Registration shall not be included in the object of the Assignment of Liability, the Retailer Company acting in such context, depending on the circumstances, as autonomous data controller or data processor of data subjects other than Laminam.



2.3 Without prejudice to the provisions of the preceding paragraphs, the Data Processor undertakes to notify the Data Controller in writing promptly, and in any event within a period not exceeding 24 hours after having become aware of it, of any processing of personal data which, although carried out in the context of the Activities, involves types of data other than Personal Data.

2.4. To this end, the Retailer Company declares and warrants that its organizational and technical measures are such as to ensure constant monitoring of the type of personal data processed and the data subjects involved, and thus to identify any processing not covered by the Assignment of Liability.

3) OBLIGATIONS OF THE DATA PROCESSOR WITH REGARD TO SECURITY MEASURES

3.1 Even if the transmission of Personal Data by the Data Processor to the Data Controller is through systems implemented by the Data Controller, the Data Processor undertakes to identify and adopt technical and organizational measures suitable to ensure a level of security appropriate to the risk and to prevent any breach of Personal Data (or in any event to reduce the impact thereof), taking into account, inter alia, the type of processing, the purposes pursued, the context and the specific circumstances in which the Processing takes place, as well as the applicable technology and the costs of implementation. Such measures include, where appropriate:

- the ability to proceed with processing operations under conditions that ensure that the Personal Data entrusted to it and the documents/systems in which they are contained are not accessible (including in the event of interruption, even temporary, of work), to unauthorised persons, even if they are employees or collaborators of the Data Processor. For instance, files and paper documents (such as, for instance, the Certificate of Warranty) containing Personal Data, when unattended, shall be, respectively, closed, or otherwise stored out of sight, in protected containers. Similarly, during Registration, the Data Processor shall ensure that the device used for the procedure is not left unattended;
- the ability to ensure the continued confidentiality, integrity, availability and resilience of the Data Processor's systems and networks;
- the capacity of promptly restoring the availability and the access to personal data in case of physical or technical accident;

3.2 If the Data Processor has adhered to a code of conduct or has exhibited a certification, the same must operate in the presence of the security measures laid

down in the code of conduct or in the certification rules. In any case, the Data Controller does not waive the right to carry out the audit activities referred to in point 6.3. below on the systems and procedures of the Data Processor.

3.3 In any case, in the event of abnormal situations and emergencies, the Data Processor shall periodically report on the security measures adopted - also by means of any questionnaires and check lists - and immediately inform the Data Controller.

4) PROCESSING REGISTER, AUDIT

4.1 Regardless of whether or not the mandatory requirements are met, the Data Processor undertakes to keep a written register of all Processing operations carried out on behalf of the Data Controller, pursuant to Article 30 of the Regulation, or in any event to record them in the "general" Register that it adopts for the Processing activities that it carries out as Data Processor, also for other Data Controllers.

4.2 Furthermore, the Data Processor shall, if requested by the Data Controller, make available to the latter all information necessary to demonstrate compliance with the obligations under the applicable data protection legislation in force and/or the Data Controller's instructions as set out in the Assignment of Liability.

4.3 For the purpose of verifying the fulfilment of the obligations and instructions set forth in the Assignment of Liability, the Data Controller (also through another person appointed or authorised by them) may carry out audits and the Data Processor shall provide any necessary cooperation in the audit activities.

4.4 Any verification carried out pursuant to this Article shall be performed in such a manner as not to interfere with the normal course of the Data Processor's activities and in any event providing the Data Processor with reasonable notice.

5) OBLIGATIONS OF THE DATA PROCESSOR WITH REGARD TO POSSIBLE PERSONAL DATA BREACHES

5.1 The Data Processor undertakes to inform the Data Controller of any breach of security leading to the destruction, loss, modification, unauthorised disclosure of or access to the Personal Data, by sending to the Data Controller promptly, and in any case no later than 24 hours after the breach has become known, a notice by certified email to laminamspa@legalmail.it.

5.2 The notice shall contain at least the following information: the date, time and nature of the personal data breach; the range of the breach; the category of data subjects involved; the contact person from which more information can be obtained; the measures and actions implemented or envisaged to remedy the



personal data breach or to mitigate its possible negative effects.

5.3 Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided at a later date without undue further delay.

5.4 The Data Processor also undertakes to provide any necessary cooperation to the Data Controller in relation to the fulfilment of the obligations, incumbent on them, to notify the Data Protection Authority of the aforesaid infringements pursuant to Article 33 of the Regulation or to notify the data subjects pursuant to Article 34 of the Regulation.

6) OBLIGATIONS OF THE DATA PROCESSOR WITH REGARD TO DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

The Data Processor undertakes as of now to provide the Data Controller with every useful element for the latter to carry out the impact assessment on the protection of Personal Data, should the latter be required to do so pursuant to Article 35 of the Regulation or should they deem it appropriate to do so, as well as all cooperation in carrying out any prior consultation with the Data Protection Authority pursuant to Article 36 of the Regulation.

7) DATA SUBJECTS AUTHORIZED TO PROCESSING AND RELEVANT CONFIDENTIALITY

7.1 The Data Processor undertakes to process Personal Data

only through specifically designated, trained and authorized personnel, and guarantees: a) to instruct such personnel in accordance with the Data Controller's instructions in the Assignment of Liability and thereafter; b) that such personnel, in the performance of their activities: will always operate in a lawful and correct manner, in accordance with the instructions given; will comply with the Personal Data security requirements; will be adequately updated with regard to the legislation on the processing and protection of personal data; and c) will be able to access Personal Data only for the performance of the Activities and only by means of the company's electronic devices authorized by the Data Processor.

7.2 The Data Processor also guarantees that the persons authorized to process data have access only to the Personal Data strictly necessary to perform the tasks assigned to them and that, in any case, they are bound or will formally undertake to keep all the information acquired confidential, also for the period following the termination of their employment or collaboration with the Data Processor.

7.3 In accordance with point 3.1., the Data Processor

also undertakes to ensure that no unauthorized persons have access to the Personal Data.

8) SYSTEM ADMINISTRATORS

8.1 The Data Processor, in compliance with the General Provision of the Data Protection Authority for Personal Data of 27 November 2008 "Measures and precautions prescribed for data controllers of processing operations carried out by electronic means with regard to the attribution of the functions of system administrator", undertakes to designate, where appropriate, as system administrators the professional persons with the objective and subjective requirements required by said provision (and subsequent amendments), and, inter alias:

- a) make the designation as system administrator individually for each natural person appointed, and to indicate the permitted areas of operation;
- b) maintain and update a list containing the identification details of the designated natural persons and an indication of the functions assigned to them;
- c) communicate where requested by the Data Controller the updated list of systems administrators;
- d) yearly verify the work of the system administrators, so as to check its compliance with the organizational, technical and security measures regarding the processing of personal data, provided for by current regulations.

9) **DATA PROTECTION OFFICER (DPO)** If the Retailer Company has appointed a Data Protection Officer, it undertakes to provide the Data Controller with the relevant contact details or otherwise make them available.

10) OBLIGATION TO ASSIST THE PROCESSOR IN EXERCISING THE RIGHTS OF THE DATA SUBJECTS

10.1 The Data Processor undertakes to assist the Data Controller in connection with any requests to exercise rights that may be made by the Consumer.

10.2 Should the Consumer exercise these rights with the Data Processor, the latter shall forward the request promptly - and in any case no later than 24 hours after receipt thereof - to the Data Controller at laminamspa@legalmail.it so that the latter may do so, without prejudice to the obligation of the Controller pursuant to para. 10.1.

11) OTHER DATA CONTROLLERS

11.1 In view of the scope and nature of the Activities, the Data Processor may not call upon any other Data



Processor for the Processing.

11.2 In any case of non-compliance with the prohibition set forth in point 11.1 above, the Data Processor shall assume towards the Data Controller the entire liability for the Processing Operations performed by such party, also pursuant to Art. 12 below.

12) FURTHER OBLIGATIONS OF THE DATA PROCESSOR

The Data Processor also undertakes to:

- a) comply with all the Personal Data acquisition and control steps defined and set up by the Data Controller's systems;
- b) cooperate, if requested by the Data Controller, with other Data Processors designated by the same, in order to harmonise and coordinate the entire personal data processing process;
- c) promptly inform the Data Controller of any matter relevant to the law; in particular, by way of example, in cases where the Data Processor becomes aware that the Processing poses specific risks to the rights, fundamental freedoms and/or dignity of the data subject or where, in the Data Controller's opinion, an instruction given by the Data Controller or its delegates violates national or European Union data protection legislation.

13) LIABILITY AND INDEMNITY

13.1 The Data Processor shall be directly liable to the Data Controller for any breach of the rules, applicable to the protection of personal data or of the rights of third parties, resulting from its possible mistakes in the performance of the Activities and operations inherent to the Data Processing or from its breach of the obligations imposed on it by the Assignment of Liability.

13.2 In particular, as the Data Processor has a direct relationship with the Consumer, the same guarantees the Data Controller that the Personal Data and the information transmitted to the Data Controller for Registration is lawfully available and that the Personal Data does not infringe the rights of third parties in any way.

13.3 Therefore, the Data Processor expressly assumes full responsibility for the content of the Personal Data transmitted and releases the Data Controller from any obligation and/or burden of ascertainment and/or direct and indirect control in this respect.

13.4 The Data Processor is bound to verify the completeness and relevance of the Personal Data, as well as their non-surplus to the purposes of their collection and subsequent processing.

13.5 Consequently, the Data Processor undertakes to indemnify and hold harmless the Data Controller from

any sanction, damage, compensation, prejudice, cost, expense, burden that the latter may suffer and/or pay or compensate to third parties, also by way of solidarity, due to the breach by the Data Processor or any person appointed by the latter of the provisions of the Regulation, the obligations and warranties provided for by the Assignment of Liability and, more generally, the instructions issued by the Data Controller.

14) DURATION OF ASSIGNMENT OF LIABILITY AND CONNECTION WITH ACTIVITIES. EXPRESS TERMINATION CLAUSE. CONSEQUENCES OF THE TERMINATION OF THE ASSIGNMENT OF LIABILITY

14.1 Duration of Assignment of Liability and Connection with Activities

The Parties mutually acknowledge the inseparable connection between the Assignment of Liability and the performance of Activities. Therefore:

- (i) the Data Processor is obliged to comply with the Assignment of Liability as long as they carry out in favour of Laminam the Activities or are in any case entrusted with the management of the Registration, also in relation to different Consumers;
- (ii) likewise, if the Assignment of Liability ceases for any reason or cause to have any effect, the Data Processor shall automatically cease to perform the Activities;
- (iii) the liability of the Retailer Company for the Processing carried out before the termination of the effectiveness or in any case the termination of the Activities shall remain unaffected. As a result, irrespective of the validity of the Assignment of Liability at the time of the discovery of any error, breach by the Retailer Company in respect of the Data Processing or in the event of any dispute by the Consumer, the Data Processor shall indemnify the Controller against any damage, prejudice, attributable in any way to its actions or omissions.

14.2 Express termination clause

The Parties agree that, pursuant to Article 1456 of the Italian Civil Code, the Data Controller shall have the right to terminate the Assignment of Liability with immediate effect, without prejudice to damage



compensation, by sending a registered letter with return receipt or registered email to the Data Processor at the address

laminamspa@legalmail.it:

- a. in the event that the secondary Data Processor, even temporarily, ceases to fulfil the essential requirements set out in letter m) of the preamble;
- b. in the event of failure by the Data Processor to fulfil their obligations under Articles 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 and 13.

14.3 Consequences of the Termination of the Assignment of Liability

14.3.1 In any case of termination of the effects of the Assignment of Liability, the Data Processor undertakes as of now to provide the Data Controller with all the necessary support to continue the Processing autonomously, also by endeavouring to facilitate the handover to third parties trusted by the Data Controller.

14.3.2 The Data Processor, upon the termination, for whatever reason, of the effectiveness of the Assignment of Liability and of the Activities, may no longer act as Laminam's Data Processor in relation to Personal Data and shall immediately stop the Processing of Personal Data.

14.3.3 In addition, the Data Processor shall, at the request and at the option of the Data Controller, a) return to the Data Controller, within a period not exceeding 60 calendar days from the termination, the Personal Data (by delivery of the backup of the database or files or any other electronic or paper media on which the Personal Data resides and, in any event, in the manner requested by the Data Controller); b) delete Personal Data processed for the performance of the Activities and for which retention by the Retailer Company would be superfluous and redundant, except where retention of the Personal Data is required under applicable law, in which case such retention shall be solely within the relevant limits. The Data Processor shall issue the Data Controller with a certificate declaring the absence of any copies. For any further Personal Data stored by the Data Processor in relation to the Consumer but for purposes other than the Registration and, more generally, the Activities, Laminam shall be understood to be free from any liability, obligation and constraint, being the Data Processor responsible for any burden and responsibility related to the storage of Personal Data for their own purposes.

15) FINAL PROVISIONS

15.1 It is understood that the Assignment of Liability does not imply any right for the Retailer Company to any specific remuneration or indemnity or reimbursement for the activity carried out, nor to an increase of any remuneration, prizes or bonus that may be envisaged in their favour by virtue of the marketing of Derivative Products that include the Slabs.

15.2 This shall be without prejudice to the right of the Data Controller to provide additional instructions or to amend those previously given, also by Assignment of Liability about the Data Processing. Every indication will be made in writing.

Laminam S.p.A.

(in the person of the legal representative *pro tempore*)



the Data Processor

In accordance with and pursuant to purposes of Art. 1341 of Italian Civil Code, the Supplier declares that it has read and expressly approves the following clauses: 11 - Other Data Processors; 13 - Liability and Indemnity; 14.1 - Duration of the Assignment of Liability and Connection with the Activities; 14.2 - Express Termination Clause; Consequences of the Termination of the Assignment of Liability.

Place, date

The Data Processor

