

SIMPLE PROGRAM SERVICE PROVISION AGREEMENT

BETWEEN THE UNDERSIGNED:

XXX, address, registration number:XXX,

Represented by XXX, Legal Representative of XXX,

Hereinafter referred to as “XXX”

PARTY OF THE FIRST PART,

AND,

NATURLAND association for organic agriculture, having its registered office at Kleinhaderner Weg 1, 82166 Gräfelfing which VAT identification number is DE152124581,

Represented for the purposes of signing the Agreement by Steffen Reese, General Manager,

Hereinafter referred to as the “CLIENT”

PARTY OF THE SECOND PART,

Hereinafter together referred to as the “Parties” and singularly a “Party”.

Whereas:

The Client benefits from a promotional program which is the object of a financial contribution from the European Union, as established in the Grant Agreement of the European Program n° XXXXX entitled “XXX”, concluded between the Client and BLE (the “Competent Authority”) representing the European Union. The extracts from the articles of the Grant Agreement that concern XXX as a subcontractor is hereby incorporated into this Agreement as a material part thereof.

The legal framework of this program is composed of the following texts:

- Regulation (EU) No 1144/2014 of the European Parliament and of the Council on October 22nd, 2014, on information provision and promotional measures concerning agricultural products implemented in the internal market and in third countries and revokes Council Regulation (EC) n° 3/2008,
- Commission Delegated Regulation (EU) 2015/1829 on April 23th, 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries,
- Commission Implementing Regulation (EU) 2015/1831 on October 7th, 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries.

Following a call for tenders, XXX has been selected as “subcontractor” of the CLIENT, within the meaning of the Grant Agreement, for the execution of the European Program.

In this context, the CLIENT must bear the regulatory and contractual constraints and obligations. In consequence, the CLIENT must include in the contract with its subcontractor specific applicable rules, detailed hereinafter.

The Parties, who agree to work together actively, loyally and transparently, have agreed to the following terms and conditions of this Agreement.

The agreed terms and conditions are as follows:

1. DEFINITIONS

The capitalised terms used in this Agreement shall have the meanings given to them as per the below:

- Activities:** The activities (work package) defined in the context of the European Program, entrusted to XXX by the CLIENT, as specified in [Appendix 2](#).
- Agreement:** This contract, the schedules hereto and any future amendments hereto.
- Creations:** Any creative work proposed by XXX and approved by the CLIENT in the context of and / or during the execution of the Agreement (including, without this list being exhaustive, any concept, text, mark, slogan, illustration, drawing, model, photograph, spot and and / or audio and / or video recording, website, multimedia creation, performer performance, music, etc.) no matter whether the work has been produced or not (i) by XXX (XXX rights), (ii) by a third party upon request and / or order of XXX (rights of third parties - works of order) and / or (iii) by a third party without any request and / or order of XXX (rights of third parties - Pre-existing Creations).
- European Program:** n° XXX entitled “XXX” as described in the Grant Agreement.
- Grant Agreement:** Agreement relating to the European Program, concluded between the Client and the Competent Authority. Extracts from the articles of the Grant Agreement that apply to XXX as a subcontractor are set out in [Appendix 1](#).
- Information:** Any information, including but not limited to technical, commercial, marketing, financial and business information, lawfully belonging to or held by one of the Parties, which is communicated in any form whatsoever (written, orally, graphic, digitally or otherwise) to the other Party within the scope of this Agreement.
- Rights:** Any intellectual property right (copyrights and related rights, trademarks, drawings, models, patents, etc.) or other similar rights (such as the sui generis right to a databank, the right of publicity, the rights relating to the personality (voice, image, etc.), etc.).
- Services:** All services rendered directly by XXX to the CLIENT under the Activities and the Agreement.
- Territory(ies):** The geographical zone in which the Activities will take place and/or in which the Creations will be executed according to the European Program:.

2. PURPOSE

XXX hereby agrees to perform the Activities, according to the European Program as specified below or according to the instructions of the CLIENT, in the Territory for the duration set out in article 3. The Activities will be performed based on individual quotes issued by XXX and confirmed by the CLIENT (each an “**Order**”). All Orders will be governed by the terms of this Agreement.

Details of the Activities which will be conducted under the terms hereof, as well as the amount of their remuneration are set out in the [Appendix 2](#). Not limiting any more detailed provisions of this Agreement, XXX undertakes to perform all Activities, to ensure that all Activities are performed by its contractors, to provide all

Services, to obtain and provide all Creations or any other work products, results or deliverables under the Activities (collectively “**Work Product(s)**”), and to grant all Rights under this Agreement in a time, scope and manner which allows the CLIENT to perform the Grant Agreement and to fulfil all of the Client’s obligations under the Grant Agreement with respect to the Activities.

The assignment described above is entrusted to XXX on an exclusive basis. The CLIENT shall refrain from entrusting all or part of it to a third party or from carrying it out internally without XXX’ prior consent. In such a case, the CLIENT will still be liable to XXX for the amount entrusted to a third party or directly executed.

3. TERM – TERMINATION

3.1 TERM

This Agreement is entered into for a term commencing on [date] for 36 months and will expire on [date], except the provisions which, by their own nature or as expressly provided in this Agreement, should continue to apply after the termination date stated below.

3.2 EARLY TERMINATION OR RESOLUTION

3.2.1 Early termination

The Agreement can be terminated early in the following cases:

- a) In the event of non-performance by one of the Parties of all or part of its contractual obligations, the Agreement may be terminated, by the other Party, after a formal notice sent by registered mail with acknowledgment of receipt remained without effect for thirty (30) days, without prejudice to the damages and interests to which the Party making use of this right could claim.
- b) Where the Competent Authority terminates the Grant Agreement, whatever the cause of such termination.

3.2.2 Early termination consequences

In case of termination under the above paragraph or early termination by others causes, the accounts will then be closed on the date of termination of the Agreement and all Services and expenses already incurred by XXX up to that date will be paid by the CLIENT in full.

In the event of early termination outside of the scope of the Article 3.2.1, the requesting Party must also repair the damage suffered by the other Party as a result of this termination.

4. FINANCIAL TERMS AND CONDITIONS

4.1 AMOUNT

This Agreement constitutes a commitment by the CLIENT to finance the Activities up to the amount of the budget set at **750.000,00** euros (net amount) as set out in [Appendix 2](#).

The provisional budget is divided into three (3) phases of twelve (12) months each in accordance with the dates indicated in art. 3.1 above (hereinafter the “Phase”), as follows:

- **1st Phase:** XXX euros, from [date] to [date];
- **2nd Phase:** XXX euros, from [date] to [date];
- **3rd Phase:** XXX euros, from [date] to [date]

The breakdown of this provisional budget by Activity appears in the Appendix 2 of the Agreement.

The budget includes the Services of XXX. These Services are divided between (i) (a) administrative tasks as well as (b) the management of Activities with the Client (fees) and (ii) (a) operational Services performed directly “in-house” by XXX (instead of buying them from third parties or subcontract) as well as (b) the management of the service providers for the performance of Activities.

In the event of a transfer, to the CLIENT, of the performance of an Activity initially entrusted to XXX in an Order, all Services, regardless the type, all the costs and all expenses already incurred will remain due by the CLIENT to XXX including all time spent by XXX.

4.2 INVOICING SCHEDULE

The Activities will be the subject of a preliminary quote issued by XXXXXX as the Program progresses, within the Phase and confirmed by an Order issued by the CLIENT. The CLIENT acknowledges that the agreement on the quote can be given by any means written by one of his employees or by an authorized third party.

The quotes will be established on the basis of the amounts defined for the Activities. In case of exceeding these amounts compared to the provisional budget, the CLIENT will be consulted, and explanations will accompany the quotes concerned. Quotes can group several Activities. The expenses and Services of an Activity of another Phase may also be invoiced as soon as they have been incurred outside the concerned Phase - but always during the term of the Agreement.

The Services will follow the following invoicing schedule:

- An advance of [20%] of the budget for each Phase, on the beginning of each Phase.
- One invoice per Phase based on the costs incurred and time spent.

The balance of the advance will be calculated at the latest on the last invoice of each Phase. Should the payments (advance payment and invoices per semester) by the CLIENT exceed the costs incurred by XXXXXX the excess amount has to be paid back to the CLIENT at the end of each Phase.

Each of the invoices issued by XXX must be sent to the CLIENT no later than 30 (thirty) days from the end of each Phase.

XXX

Moreover, each four months XXX will provide the CLIENT a simple budgetary follow-up (without supporting documentation).

4.3 TERMS OF INVOICING

Invoices will be issued on the dates agreed in the schedule above mentioned in one original, denominated in euros, and must include:

- CLIENT's name
- European Program references (name and reference number)
- XXXXXX information
- Invoice number and date
- The corresponding Activity, their names, codes, period and amounts.

4.4 FINANCIAL AND TECHNICAL REPORT

On a contractual Phase basis, XXX will provide each Phase the following supporting documents:

- (i) A copy of the supporting documents (i.e. invoices of subcontractors and proofs of payment) of the invoices issued by XXX during the Phase and,
- (ii) A technical report according to the deliverables including proof of completion of the Activities according to the model validated with XXX

4.5 PAYMENT TERMS AND CONDITIONS

Invoices will be payable within 30 days from the invoicing date, with exception of advanced invoices payable within eight (8) days from the invoice date, without discount, by bank transfer (SWIFT) to XXX bank account specified on the invoices.

4.6 INTEREST FOR LATE PAYMENT

Any delay in the payment of an undisputed invoice shall, ipso jure and without notice, result in the application of default interest at the statutory rate under German law and will give rise to the payment of a lump sum indemnity for recovery costs in the amount of € 40, or to the actual amount of costs incurred if they exceed € 40.

Any delay in payment is likely to cause delays in the implementation of the Activities. These delays could generate additional costs or partial or total cancellation of services, for which XXX cannot be held responsible.

4.7 ADDITIONAL EXPENSES

Any work which incurs a cost at the CLIENT's expense that exceeds the budget set out in Article 4.1, or which does not fall within the strict scope of the Activity must be subject to quotes estimating the amount excluding taxes.

Said additional action shall only commence after the CLIENT's approval. The CLIENT acknowledges that approval of the quote may be given by any means, by any of its employees or authorised third parties.

Under no circumstances shall XXX be held liable and suffer any consequence whatsoever because of the CLIENT's decision to cancel or modify an action after the Order has been agreed.

4.8 SUSPENSION

In the event of unjustified delay or suspension of payments, XXX reserves the right to suspend the performance of its obligations until the CLIENT has paid the invoices concerned and, failing this, the advances paid remain due to XXX without prejudice to reimbursement the costs incurred by XXX and the payment of any damages by the CLIENT. Where the Parties disagree in good faith on the scope of an Activity, the conformity of a Work Product or the amount or due date of an invoice, XXX will continue to provide the Services until the Parties have reached an agreement or the matter has been decided by a court, provided that (i) the non-contested part of the invoice is duly paid by the CLIENT, if any, and (ii) if the amount of consideration in dispute exceeds 10% of the total budget for the respective Phase, such obligation shall apply only after the CLIENT has provided an irrevocable bank guarantee for the amount in dispute.

4.9 EXCHANGE RATE

Where applicable, if provider invoices have been issued in other currencies, conversion into Euros will be based on the monthly ECB exchange rate of the date of the XXX's supplier's invoices issued in other currencies.

4.10 EXCHANGE RATE FLUCTUATIONS

The costs indicated in the provisional budget appearing in Appendix 2 are calculated on the basis of the exchange rates used in the XXX's proposal, namely 1 Euro = XXX PHP Pesos ("**reference rate**").

In the event of a change in the exchange rate of more than 5%, higher or lower vs. the reference rate, occurring between the signing of the Agreement or the acceptance of a quote and the execution of an Activity, XXX will inform the CLIENT. The Parties shall agree on a reasonable adjustment of the budget and/or the Activities to reflect such change, and the interest rate underlying such adjustment shall be considered the new reference rate. Failing agreement between the Parties, XXX will reflect this variation on the volume of Activities.

4.11 PROJECT SUSPENSION

In the event that performance of the Grant Agreement is suspended or if the CLIENT requires a suspension for other reasonable cause, the CLIENT may, by unilateral notice to XXX, suspend performance of the Services (“**Service Suspension**”). For the duration of the Service Suspension, XXX shall suspend all Services, and preserve for the CLIENT all Creations including work-in-progress. CLIENT may terminate or extend the Service Suspension observing two weeks’ notice. All payment periods and other contractual deadlines are extended by the period of the Service Suspension; all costs incurred because of the suspension (cancellation, postponement, reorganisation...) shall be borne by the Client and XXX may not claim additional compensation for the Service Suspension.

If the case, an amendment to this Agreement with the specific dates of the suspension and recovery shall be signed between the Parties.

5. TERMS AND CONDITIONS OF EXECUTION

5.1 PARTIES’ OBLIGATIONS

Each Party shall appoint and maintain a contact person responsible for managing and monitoring the Agreement and, where necessary, any requires. Each Party may replace its contact at any time with another mastering the same skills, subject to notifying the other Party accordingly.

XXX can send meeting reports to the CLIENT. These reports will be deemed accepted by the CLIENT if no changes are requested within 5 business days of receipt thereof by the CLIENT.

5.2 XXX’S OBLIGATIONS

XXX undertakes, in its capacity of “Subcontractor”, within the meaning of the Grant Agreement:

a) General obligations

- To execute the Activities with care and skill in accordance with appropriate professional standards and the CLIENT’s instructions and in a time, scope and manner which allows the CLIENT to perform the Grant Agreement and to fulfil all of the Client’s obligations under the Grant Agreement with respect to the Activities, in accordance and limited to the obligations listed in Appendix 1 and 2;
- To maintain a retro production schedule and meet deadlines as defined with the CLIENT;
- To respect the projected budget;
- To submit to the CLIENT for validation all materials and Creations;
- Not to request any other financial aids from national or international authorities for the Activities;
- Not to promote, through the Activities, brands, names of firms or organizations and to make, where appropriate, reference to the origin of the products, only within the limits and the respect of the article XXX of the Grant Agreement attached in Appendix 1.

b) Information

- To inform the CLIENT, in writing form and at the earliest possible, of any event likely to prevent the normal execution of the Agreement within the agreed schedule and providing all the necessary and useful specifications.

c) Records and supporting documents/ controls and audit

- To provide the elements specified in article 4.3 with the invoices;

- To keep, during the Agreement and for a period of three (3) years after the payment of the balance of the Grant by the competent authority to CLIENT, records and other supporting documentation, to prove (i) the proper implementation of the Activity and (ii) the reported costs; under the conditions described in Article 13.1 of the Grant Agreement attached in Appendix 1, including invoices from its suppliers and keep analytical accounts;
- To let BLE, the Commission, the European Court of Auditors (CEC) and the European Anti-fraud lute (OLAF) may exercise their rights under articles 17 and 18 of the Grant Agreement attached in Appendix 1, during the Agreement and for a period of three (3) years after the payment of the balance of the Grant by the Competent Authority to the CLIENT.

However, it is specified that at the end of the Contract, XXX will not keep any physical elements of the technical execution, all the technical execution documents will be kept only in a dematerialised manner and all the physical elements, where applicable, will be sent to the CLIENT who will be responsible for their conservation. No conservation costs will be borne by XXX.

d) Specific mentions and EU funding

- To create messages that conform with the governing law of the country to whom they are intended;
- To comply, according to information, instructions and validations of the CLIENT, with the conditions for carrying out the Activities, as set out in under articles 18bis and 19 of the attached Grant Agreement;
- To respect the conditions of “Promoting the Action – Visibility of EU funding”, which provisions apply to XXX as “subcontractor”, set out in articles 22.1 and 22.2 of the Grant Agreement attached in Appendix 1.

e) Conflict of interest

- Take all measures to prevent any situation where the impartial and objective implementation of the Activity is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest, as set out in under article 20.1 of the Grant Agreement attached in Appendix 1, which provisions apply to XXX as “subcontractor”.

f) Confidentiality

- To respect the provisions which apply to XXX as “subcontractor”, regarding confidential information, article 21.1 of the Grant Agreement attached in Appendix 1.

g) Consequences

In the event of a rejection of costs, notified by the Member State or any other competent authority, in respect to XXX's obligations, resulting in a definitive reduction in the amount of the grant due to the execution of the Activities by XXX (the "Contested Amounts"), XXX's liability in respect to the Contested Amounts in principle can be sought by the CLIENT only under the following conditions:

- (i) The CLIENT will have communicated to XXX, within eight (8) business days of receipt, copies of all letters, requests for information, documents, notifications or other documents from the Member State or competent bodies/jurisdiction that can contest the costs incurred by XXX for the execution of the Activities; and
- (ii) The CLIENT will have preserved XXX's interests by providing timely notice, directly or through its counsels, defences, arguments or writings intended to contest the position of the Member State, which will have been effectively incorporated in the responses and defences sent by the CLIENT to the Member State or competent bodies / jurisdiction; and

- (iii) The CLIENT will be obligated to pursue and exhaust legal remedies within the legal deadlines only if and to the extent that XXX requests this and undertakes to indemnify the CLIENT for the respective cost;
- (iv) The CLIENT shall justify the reduction of the grant corresponding to the sum of the Contested Amounts or the actual payment by the CLIENT to the Member State or other competent authority of the sums corresponding to the Contested Amounts
- (v) XXX will not be liable for payment of the amounts that were not paid by the CLIENT.

The CLIENT agrees to immediately inform XXX of the occurrence of any events likely to affect the conditions of implementation above and to provide a copy of any document justifying such events as soon as they occur.

5.3 CLIENT'S OBLIGATIONS

The CLIENT undertakes to transmit, within timeframes compatible with the execution of the mission, all information, documents and responses deemed necessary for the proper performance of the Activities within a period of time that allows XXX to meet its contractual obligations.

The CLIENT undertakes to support XXX in taking into account specific technical, regulatory or legal constraints relating to its activity or products.

If the CLIENT decides to modify, to reject, to cancel or to interrupt the work in progress under an Order, XXX must be notified in writing and acknowledge receipt of the CLIENT's request. After notification, XXX will then take all reasonable steps to respond to this request to the extent possible and will inform the CLIENT of any compensation and refunds as well as any commitments that have already been made with third parties and the consequences on the Activities. Consequently, all costs and sums incurred by XXX as well as the time spent up to the date of receipt of the request by XXX shall be payable by the CLIENT. The CLIENT will assume any delays in the execution of the Order that may result from the modifications requested by the CLIENT.

In the event of cancellation of all or part of an Activity agreed in an Order, the CLIENT undertakes to pay XXX the equivalent of 10% of the budget of the portion of the Activity cancelled as compensation.

The CLIENT shall be responsible for the validation of the changes by the Competent Authority, where applicable, and shall bear the consequences that may result from such changes or failure to validate.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 CLIENT'S RIGHTS

If the CLIENT wishes XXX to use specific original creations within the framework of the European Program, the CLIENT must inform XXX in advance. In this case, the CLIENT confirms that it is the owner or undertakes to become the owner of the rights to said works. In this respect, the CLIENT guarantees XXX against any claim by a third party in the event of use, reproduction, distribution of video or photographic shots and sound recordings outside the conditions of transfer and their limits, so that XXX cannot be concerned at any time.

6.2 XXX'S RIGHTS OVER ITS CREATIONS

In consideration of payment by the CLIENT of the compensation due to XXX under the Order, all of XXX's Economic Rights on the Work Products will be transferred to the CLIENT, so that it may grant the right of use to BLE and the Commission, in particular the rights of reproduction, distribution to the public, storage, archiving, representation, adaptation and translation, for any media and any support (analogue and digital). To the extent legally possible, XXX hereby assigns to CLIENT all of its worldwide right, title and interest in and with respect to any current or future Work Product, and CLIENT accepts such assignment.

Work Products may not infringe third party rights and shall be free of any rights of XXX or any third party which prevent, inhibit or limit their use and exploitation on the Territory. The term "**Economic Rights**" shall comprise that CLIENT shall, without any further consent of XXX being required, exclusively be entitled to use and exploit Work Products (and any products or results derived therefrom) perpetually on a worldwide basis for all types of use, whether currently known or unknown, by all methods, in any form and for any purpose. The foregoing shall include in particular the right to adapt, and/or to modify, create derivative works of, copy, disseminate, publish, transfer and/or broadcast Work Products or derivative works thereof. Such rights shall be fully transferable, licensable and sublicensable to third parties, in whole or in part, including exclusive licenses, and CLIENT shall be entitled to lease or loan Work Products or derivative works thereof to third parties, in each case without any further consent of XXX being required. XXX waives any statutory requirements to exploit the rights or licenses granted herein and/or any statutory right to withdraw or recall the rights. Without CLIENT's prior consent XXX may not use or exploit CLIENT contributions and/or Work Products for other purposes or customers.

Said assignment shall be granted for the maximum term permitted by the law and on a worldwide basis including, but not limited to, the Territories in which the Creations have been exploited in connection with the European Program and on the territory of the European Union, in particular, without limitation, for web/internet purposes.

XXX remains the owner of its copyrights on its proposals not validated by the CLIENT.

6.3 THIRD PARTY RIGHTS

In terms of third party rights (independent authors, related rights of performers, image rights of models and persons represented, etc.), XXX shall negotiate the necessary rights and authorisations with the CLIENT's consent in accordance with the requirements of the European Program to give full effect to the transfer under Article 6.2 above.

XXX shall notify the CLIENT in advance of the extent and limits of the rights acquired on its behalf (particularly in terms of duration, territory of exploitation and media), when they differ from those specified in Article 6.2 above. The CLIENT may then advise XXX to use another contractor who grants the full scope specified in Article 6.2.

If the CLIENT has been informed of an arrangement with a contractor in accordance with the preceding party, it agrees to comply with the uses contractually agreed between said third parties and XXX and it shall indemnify XXX and hold it harmless against the financial and other consequences that might arise as a result of uses by the CLIENT other than those for which the rights and authorisations have been granted.

The CLIENT is expressly informed that third parties, within the meaning of this article, will create the visual and audio elements of the Campaign.

7. PERSONAL DATA

7.1 DEFINITION

For the proper understanding of this article, the terms "personal data", "processing", "controller", "processor", "recipient", "data subject", "consent", "Violation of personal data" and "supervisory authority" have the meanings given to them in the European Data Protection Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to personal data and the free movement of such data and any local applicable law (hereinafter the "**Regulation**").

7.2 COMMITMENT OF EACH PARTY

The Parties undertake to comply with the Regulations.

In the context of this Agreement, the Parties are required to process personal data (hereinafter the "**Personal Data**" or "**Data**").

Except for the processing operations specified in Appendix 3 for which XXX acts as a processor and processes Personal Data on behalf of the CLIENT as a controller, each Party acts as data controller on its own processing of personal data concerning it. In this capacity, each Party undertakes to comply with the Regulations with respect to such processing.

7.3 TREATMENT OF THE DATA OF THE OTHER PARTY'S EMPLOYEES

Each Party is informed that the Data of its employees, namely identification data (surnames, first names) and professional data (profession, professional email and telephone number) are collected and processed by the other Party for commercial management purposes and for the proper execution of the Actions.

In accordance with the Regulation, the employees of each Party have the right to information, access, rectification, to withdraw their consent at any time to the processing, oblivion and erasure, limitation, portability and to obtain a copy, to oppose, on the data concerning them.

Taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks, each Party undertakes to put in place appropriate technical and organizational measures to preserve and protect the Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access. Each Party will take particular care that these measures ensure a level of security appropriate to the risk associated with the use of the Data.

The CLIENT acknowledges and agrees that, for the purposes of this Agreement, XXX may transfer the Data to some of its affiliated companies or service providers. These entities may only process the Data for the purposes due and in accordance with this Agreement. XXX is an international group with branches and subsidiaries located outside of the European Union, so it is possible that personal data may be transferred to third countries. XXX will implement with its subsidiary concerned standard contractual clauses for data protection adopted by the European Commission.

7.4 PROCESSING OF XXX'S DATABASE

The CLIENT acknowledges that all press files, journalists and analysts, influencers, chefs, sommeliers, other professionals or other third parties targeted on behalf of the CLIENT from XXX's database remain the exclusive property of XXX and may under no circumstances be communicated to the CLIENT.

Only the list of media titles targeted for a specific operation (conference or press trip), as well as the list of journalists, or any other professional, present at an event can and must be communicated. All contacts newly generated in the food area are collected for the CLIENT in the scope of Appendix 3 and their contact information therefore owned and controlled by the CLIENT.

To this end, XXX undertakes, to provide to the data subjects the information related to the processing that XXX carries out and in particular to inform the aforementioned professionals of their information to the CLIENT, indicating the purpose of such processing.

In the event that XXX is required to communicate to the CLIENT the Personal Data contained in its database, the CLIENT agrees to (i) process such Data solely for the purpose(s) that are the subject of the Actions, (ii) guarantee the confidentiality of the Data, (iii) ensure that the persons authorized to process the Data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, (iv) to implement appropriate technical and organizational measures to ensure a level of Data security appropriate to the risk and (v) more generally to ensure compliance with its legal and regulatory obligations under, in particular, the Applicable Data Protection Regulations.

In addition, the CLIENT undertakes (i) not to make any copy of the Data communicated to it in connection with the Actions, (ii) not to use the Data for its own account and, in particular, for the purposes of commercial prospecting or the creation of a client/prospect file or for purposes other than the Actions, (iii) not to disclose the Data to unauthorized third parties, (iv) inform XXX as soon as possible, and at the latest within 48 hours, after becoming aware of a violation of personal data and make its best efforts to limit the prejudicial consequences arising therefrom, and (v) assist XXX in fulfilling its obligation to inform the data subjects and to respond to the requests of the data subjects in respect of their rights.

Finally, the CLIENT undertakes, at the end of the present Agreement or of the specific obligations surviving the duration of the Agreement, to destroy without delay and in a definitive manner all the Data that would have been transmitted to it during the execution of the present Agreement.

7.5 DATA PROCESSING BY XXX AS A SUBCONTRACTOR OF THE CLIENT

The rights and obligations of the Parties with respect to the protection of personal data are defined in Appendix 3 (including its appendices) of this Agreement. The Parties undertake to comply with all the terms and stipulations thereof.

8. CONFIDENTIALITY/PUBLICITY

During the Agreement and within three (3) years after the payment of the balance by the Competent Authority to the CLIENT, each Party agrees to use the other Party's Confidential Information only for the execution of this Agreement and to not divulge the Confidential Information or allow its revelation, directly or indirectly, to a third party without the express and previous authorisation of the other Party. The Parties acknowledge that Confidential Information may constitute trade secrets within the scope of Directive (EU) 2016/943, and agree that nothing in this Agreement shall be considered to (a) derogate statutory protection of trade secrets which may survive expiry of the three year term agreed herein and/or (b) confer a right to use trade secrets beyond the purpose of this Agreement.

Each Party is authorised to divulge the other Party's Confidential Information to its employees and/or subcontractors, provided that this disclosure is strictly necessary to the execution of the hereby Agreement.

The Parties agree to protect the Confidential Information against any unauthorised disclosure or use. However, the Parties shall not be held liable for the information:

- Contained within the public domain;
- Or, legally received from a third party without restriction and without any breach to the hereby Agreement;
- Or, independently and bona fide developed by a Party without having access to this information;
- Or, which disclosure is requested by a judiciary or administrative authority decision.

Upon request of the disclosing Party, which may be made at any time during the life of this Agreement, and in any event upon expiry of this Agreement, the receiving Party shall promptly return to the disclosing Party all Confidential Information in written form or on any other media, except for (a) regular back-ups of electronic data and/or (b) one (1) copy only which may be used exclusively for archiving and evidentiary purposes and/or for compliance with statutory document retention obligations, and which may not be used for any other purpose and must be destroyed after the aforementioned purposes have become obsolete.

Moreover, the CLIENT is also informed that its name, its logo and the achievements made in the context of the European Program, may be used as a commercial reference, on commercial media (including websites, brochures, invitation to tender documents) for internal or external purposes of XXX and the group to which it belongs. In addition, the CLIENT agrees that the confidential information can be shared within the group to which XXX belongs, subject to the respect of their confidentiality.

9. AGREEMENT AS TO PROOF

For the purpose of providing proof of the existence and content of any of the CLIENT's transactions, XXX may rely on telecopies or faxes, emails, programs, files, recordings and other elements (such as monitoring reports or other statements) in computer or electronic format or medium, that XXX has directly or indirectly created, received or retained (for example in any database), except any misuse or obvious error.

The Parties undertake not to dispute the evidential value of the aforementioned telecopies, faxes, emails, or elements in computer or electronic format or medium, on the basis of any rule whatsoever governing the proof of legal transactions and, in particular, providing that certain documents must be written or signed by the Parties in order to constitute proof.

Accordingly, if either Party produces the elements deemed to constitute proof in any litigation or other proceedings, they shall be admissible, legal and enforceable as between the Parties in the same way, under the same conditions and with the same evidential value as any document that has been drawn up, received or retained in written form.

10. CONSEQUENCES OF A CHANGE IN CIRCUMSTANCES WHICH COULD NOT HAVE BEEN FORESEEN AT THE TIME OF THE CONCLUSION OF THE CONTRACT

If a change of circumstances unforeseeable at the time of the conclusion of the Agreement makes the execution of the Agreement excessively onerous to the Parties, the affected Party cannot accept to assume the risk and the Parties undertake to renegotiate the contract.

In this respect, the Parties will agree to amend the terms of this Agreement to adapt it to the change in circumstances.

11. FORCE MAJEURE /UNFORESEEABLE CIRCUMSTANCES

Force majeure events or unforeseeable circumstances (*cas fortuit*), depending on whether they temporarily or permanently preclude execution of the Agreement, shall automatically suspend or terminate the affected Party's obligations relating hereto and exonerate it of any liability that might arise therefrom.

Any event that is beyond the affected Party's control and which precludes the normal execution of the Agreement shall be deemed to be force majeure or unforeseeable circumstances. In particular, the following shall be deemed as such: acts of government in its sovereign or contractual capacity, epidemics, quarantine restrictions, boycotts, national strikes, delay with its own supplies, fire, inclement weather, war and similar events, the decisions and actions of public authorities and any impediment arising from a change in national or international regulations relating to products or regulations relating to advertising or the purchase of advertising space.

It is understood between the Parties that, in this case, the CLIENT will only be liable for reimbursement of the costs and sums incurred by XXX on the date of the occurrence of force majeure, as well as for the payment of the calculated spent time *pro rata temporis*.

12. SUBSTITUTION AND SUB-CONTRACTING

XXX may freely sub-contract all or part of the Services. XXX shall then act in its name and on its behalf, commissioning said Services under its responsibility and being responsible for paying said third parties or sub-contractors.

13. PROHIBITION

The CLIENT shall refrain from knowingly directly or indirectly Soliciting (as defined below) XXX's service providers who have been involved in the execution of this Agreement, for any Activities within the scope of this Agreement.

This obligation shall apply throughout the term of the Agreement.

14. LEGAL LIABILITY

14.1 CLIENT'S LIABILITY

After the CLIENT has approved XXX's Work Products, it shall assume full legal responsibility for the products or services and the advertising message.

The CLIENT shall assume liability for the instruction given to XXX and for the dissemination of any inaccurate information, documents, photographs or other elements it has provided and it shall indemnify XXX and hold it harmless against any actions that might be brought against it on the basis of said information in accordance with Sec. 14.4 below.

Consequently, XXX's liability may not be engaged at any time in respect of such instructions/information.

In cases where the CLIENT would like to impose on XXX the suppliers of its choice, or where the CLIENT takes suppliers directly while asking XXX to assume the coordination, XXX's responsibility can only be engaged in the event of failure to perform this specific coordination mission.

14.2 XXX'S LIABILITY

The Activities shall be performed in accordance with the agreed specifications by duly selected, well suited and qualified personnel. Non-conformities of Work Products shall be remedied by XXX without any cost to the CLIENT. Where this is not possible or not in the interest of the CLIENT, XXX's compensation shall be reduced accordingly.

As regards its own obligations, XXX shall ensure compliance with the advertising regulations for the Activities it creates and delivers on the CLIENT's behalf. It shall not be held liable for any decision taken by the CLIENT or any third party appointed by the latter.

14.3 LIMITATION OF LIABILITY

The entire liability of each Party under or in connection with this Agreement shall not exceed 200% of the amount of the fees payable (exclusive of taxes) for the execution of this Agreement during the Phase in which the breach occurs. This limitation shall not apply:

- a) wilful misconduct or gross negligence;
- b) death of a natural person or personal injury;
- c) infringement of intellectual property rights;
- d) breaches of confidentiality or obligations with respect to Personal Data;
- e) the indemnities under Article 14.4.

14.4 INDEMNITIES

XXX shall indemnify, defend and hold harmless at its own expense CLIENT and its officers, employees and affiliates and the affiliates' officers and employees ("**CLIENT Indemnitees**") from and against any and all damages, losses, demands, fees, costs including without limitation reasonable attorneys' and other consultants' fees or

costs and any other expenses arising as a result of any claims, suits or proceedings ("**Claim**") brought against the CLIENT Indemnitees by any third party that alleges:

- a) infringement of third party intellectual property rights or other proprietary rights by use the Work Products or Services or any part thereof in accordance with the Agreement;
- b) any breach with respect to personal data or confidentiality;
- c) breach of applicable laws;
- d) negligence, or wilful misconduct;
- e) non-conforming Work Products or Services or other breaches of the terms of the Agreement;
- f) non-conformity of any part of the Activities according to Appendix 1 and 2.

CLIENT shall indemnify, defend and hold harmless at its own expense XXX and its officers, employees and affiliates and the affiliates' officers and employees ("**XXX Indemnitees**") from and against any and all damages, losses, demands, fees, costs including without limitation reasonable attorneys' and other consultants' fees or costs and any other expenses arising as a result of any Claims brought against the XXX Indemnitees by any third party that alleges:

- a) infringement of third party intellectual property rights or other proprietary rights by any contributions by the CLIENT;
- b) any breach with respect to personal data or confidentiality;
- c) breach of applicable laws;
- d) negligence, or wilful misconduct;
- e) breaches of the terms of the Agreement.

A Party or person (the "**Indemnitee**") intending to claim indemnification under this Article shall promptly notify the Party obligated to indemnify (the "**Indemnitor**") of any Claim or other demand in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume the defense thereof with counsel selected by the Indemnitor at Indemnitor's cost; provided, however, that the Indemnitee shall have the right to retain its own counsel also at Indemnitor's cost, if representation by joint counsel would be inappropriate due to actual or potential differing interests. The failure to promptly notify the Indemnitor shall limit or exclude indemnification claims only if and to the extent that it was prejudicial to Indemnitor's ability to successfully defend such action. The indemnity obligations under this Article shall not apply to amounts paid in settlement of any Claim or other demand if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld without cause. The Indemnitee shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any Claim or other demand covered by this Article.

In the event that the Indemnitee has contributed to any Claim or other demand covered by this Article, or has failed to mitigate or aggravated the loss resulting therefrom, the Indemnitor shall be required to indemnify the Indemnitee only pro rata in accordance with the respective contributions to the Claim or other demand and the loss resulting therefrom.

XXX shall under this Article 14.4. in particular, -indemnify and hold CLIENT harmless of any sanction payable, any subsidy repayable, and/or any potential subsidy not granted, in connection with the Grant Agreement due to any Work Product, Service or Activity of XXX which fails to comply with the requirements of the Grant Agreement or

applicable rules or regulations of the European Union (e.g. lack of invoices or supporting documentation for expenses) or is otherwise non-conforming, as a result of XXX's direct fault.

15. NON-SOLICITATION OF STAFF

Unless otherwise agreed to in writing by the other Party, each Party agrees not to Solicit all or part of the salaried personnel of the other Party involved in the negotiation or execution of the Agreement for any of its duration and two (2) years after its cessation. The term "Solicit" shall mean actively soliciting personnel to terminate employment or services and take up another employment or business. For the purpose of clarification: Hiring of personnel who apply for a position without having been actively solicited or based only on job offerings addressed to the general public shall not be considered a "Solicitation" or breach of this clause.

In the event of non-compliance with this clause by one of the Parties, the latter shall pay the other Party a penalty equal to six (6) months of the last gross salary, including bonuses, of the person or person (s) in question. This amount will be due from the effective date of hiring the said salaried personnel.

16. DISPUTES

This Agreement will be governed by and construed in accordance with German law.

For any dispute arising under or in connection with this Agreement, whether for its validity or for its interpretation, execution or termination, the Parties shall endeavour to find an amicable solution.

In absence of an amicable solution, any litigation shall be subject to the exclusive jurisdiction of the courts of Munich, Germany, notwithstanding third-party claims or proceedings or plurality of defendants and even for urgent proceedings or proceedings seeking protective measures.

17. MISCELLANEOUS PROVISIONS

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter, supersedes any previous agreement or understanding and may not be altered except in writing between the Parties. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

In the event any provision of this Agreement is declared to be void, invalid or unenforceable in whole or in part by any court or tribunal of competent jurisdiction, such provision or part thereof shall be deemed severed from the remainder of this Agreement, which shall remain in full force and effect. The Parties shall undertake to replace the invalid, ineffective, or unenforceable provisions with valid, effective, and enforceable provisions, which, in their commercial effect, approximate as closely as possible the intentions of the Parties as expressed in the invalid, ineffective, or unenforceable provisions.

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right and no waiver by either Party of any breach of, or failure of either Party to enforce, the Agreement, shall be considered a waiver of any subsequent breach of the same or any other provision and shall not affect that Party's right to enforce and compel compliance with all terms and conditions of this Agreement.

Any formal notification to be sent by one Party to the other Party shall be sent to the head office or to any other address as indicated by the Party.

The Appendix are:

- APPENDIX 1: Extracts of the Grant Agreement
- APPENDIX 2: Services/ Activities, Results and Budgets

- APPENDIX 3: Commitment of the Parties relating to the protection of personal data, including the following attachments:
- Attachment 1: Description of the processing and instructions of the Client with regard to the processing of personal data implemented in the framework of the Agreement
 - Attachment 2: List of Subsequent Subcontractors

This Agreement is signed electronically by each Party via DocuSign. An electronic copy of the signed Agreement is sent to each Party by DocuSign.

For XXX
Legal Representative of XXX
Date:

For Naturland
Steffen REESE
General Manager
Date:

APPENDIX 1
Extracts of articles of the Grant Agreement
which are applicable to the Subcontractor as Subcontractor

(see model grant agreement single programme)

Appendix 2
Services/ Activities, Results and Budgets

(see service description – Annex 2)

Appendix 3
COMMITMENT OF THE PARTIES RELATING TO THE PROTECTION OF PERSONAL DATA

This Appendix 3 supplements the Article 7 “PERSONAL DATA” of this Agreement.

Furthermore, it is specified that when reference is made to the Regulations in the context of this undertaking, such reference shall be interpreted as referring solely to the regulations applicable to the Party concerned by such reference.

1. XXX'S COMMITMENTS

1.1 Presentation of the processing of personal data and Client's instructions

Within the framework of the execution of the Actions provided in the Agreement, XXX may have access, as a processor, to personal data. XXX may thus be required to process or have access to such data on behalf of the CLIENT, the data controller, for the sole purpose of performing the services and for the duration of the Agreement or for the duration of the specific obligations surviving the duration of the Agreement.

To this end, the CLIENT has documented in Attachment 1 its instructions relating to the processing of personal data to be implemented on its behalf by XXX, it being specified that these instructions may be subject to change and that the Parties recognize the notion of documented instructions as being acquired when XXX acts in the context of the execution of the Agreement or on written instructions from the CLIENT, on any medium and in any format whatsoever, addressed to XXX.

In this context, XXX undertakes to:

- Not process said personal data for any other purpose than the performance of the services to be performed on behalf of the CLIENT under the Agreement;
- Not process such personal data other than in accordance with the CLIENT's lawful and documented instructions, including with respect to the transfer of personal data to a third country or to an international organization, unless required to do so under the law of the European Union or of a Member State to which XXX is subject. In such case, XXX shall inform the CLIENT of such obligation prior to the processing of the personal data, unless the concerned law prohibits such information for important reasons of public interest. XXX will immediately inform the CLIENT if, in its opinion, an instruction constitutes a violation of the

applicable regulations regarding the protection of personal data. XXX hereby informs the CLIENT that data may be transferred within its group, to entities located outside the European Union.

It is expressly agreed between the Parties and accepted by them that XXX reserves the right not to carry out the CLIENT's instructions that are unlawful, without being liable in any way whatsoever.

1.2 Personal data security

XXX implements all necessary measures to preserve the security, and in particular the confidentiality, of personal data to which it may have access or which may be communicated to it in the performance of the Agreement. Also, XXX undertakes to take all appropriate technical and organizational measures, taking into account the state of knowledge, the implementation costs and the nature, scope, context and purposes of the processing of personal data, as well as the level of risks presented by such processing, which would be strictly necessary and proportionate to preserve the security, including confidentiality, of the personal data to which it may have access or which may be communicated to it or which it may process in the context of the Agreement on behalf of the CLIENT.

XXX undertakes to:

- Take all useful precautions in order to preserve the safety of these personal data, to ensure that they are not distorted, damaged, that unauthorized third parties have access to them, and to prevent any access that is not previously authorized by the CLIENT;
- Take all measures to (i) ensure the continued confidentiality, integrity, availability and resilience of the processing systems and services used, (ii) restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident, and (iii) regularly test, analyze and evaluate the effectiveness of these measures;
- Ensure that persons authorized to process personal data are subject to an appropriate contractual or legal obligation of confidentiality;

and, at the end of the Agreement or of the specific obligations surviving the term of the Agreement, in accordance with the instructions of the CLIENT, to proceed to the return of the personal data processed on behalf of the CLIENT and/or to the destruction of any manual or computerized files storing said data, including any copies thereof, unless the regulations applicable to XXX justify XXX's retention thereof. In the event that the CLIENT requests the return of personal data, the CLIENT shall actively collaborate with XXX to facilitate the recovery of said personal data.

1.3 Subcontracting in the field of personal data processing

In accordance with the provisions of the article "Subcontracting", it is expressly agreed between the Parties that XXX is authorized to use processors (hereinafter referred to as "subsequent processors") of its choice to carry out specific processing activities. The subsequent processors identified on the day of the conclusion of the Agreement are referred to in Attachment 2.

XXX shall inform the CLIENT, by any means of its choice, of any planned changes regarding the addition or replacement of other subsequent processors. The CLIENT shall then have a period of five (5) calendar days from the date of receipt of such information to present its objections. This subcontracting may only be carried out if the CLIENT has not objected within the agreed time period.

XXX further undertakes to ensure that subsequent processors comply with the obligations imposed on XXX by the Agreement with respect to the protection of personal data. XXX undertakes to enter into a written contract with each subsequent processor for this purpose.

1.4 Cooperation

XXX, in its capacity of processor, undertakes, within the framework of its obligations under the terms of the Agreement, to assist the CLIENT, in:

- The respect by the CLIENT of its own obligations in terms of security and confidentiality of personal data;
- The carrying out of analyses of the impact of the processing operations on the protection of personal data, if the nature of the processing operations so requires, and the possible prior consultation of the supervisory authority that may be necessary, where applicable, with regard to the applicable regulations on the protection of personal data.

In this respect, it is specified that the obligation to carry out such impact assessments or to consult the supervisory authority in the cases provided for by the applicable regulations on the protection of personal data is not incumbent on XXX and is the sole responsibility of the CLIENT. However, XXX shall communicate, by any means of its choice, to the CLIENT, upon the written request of the CLIENT, any information in its possession requested by the CLIENT and which would be necessary for the CLIENT to comply with said obligations. Any communication of information to the CLIENT in the context of the obligation to carry out impact assessments will be at the expense of the CLIENT.

- The management of requests to exercise the rights recognized to the data subjects by the regulations on the protection of personal data (right of access, rectification, deletion and portability of such data, right of opposition and right to limit processing, right not to be subject to an automated individual decision, including profiling, right to exercise its post-mortem directives) and the responses to be provided.

The response to such requests is not the responsibility of XXX. Therefore, XXX will not itself respond to this type of request. However, XXX will inform the CLIENT, by any means of its choice, of any request received in this regard. XXX will also communicate, by any means of its choice, to the CLIENT, upon the CLIENT's written request, any information in its possession requested by the CLIENT and which would be necessary for the processing of requests for the exercise of their rights by the data subjects and the elaboration of appropriate responses to said requests. Any communication of information to the CLIENT in the context of the management of requests to exercise the rights recognized to the data subject will be at the expense of the CLIENT;

- Compliance with the obligation to notify the supervisory authority and to inform the data subject in the event of a breach of personal data.

These obligations are not the responsibility of XXX. Therefore, XXX will not itself notify the supervisory authority or inform the data subjects. However, it will inform the CLIENT, by any means of its choice, as soon as possible after it becomes aware of any violation of personal data. XXX will also communicate, by any means of its choice, to the CLIENT, upon the written request of the CLIENT, any information in its possession requested by the CLIENT and which would be necessary for the CLIENT to proceed with the aforementioned notification and information when required by the applicable regulations regarding the protection of personal data. Any communication of information to the CLIENT in the context of compliance with the obligation to notify the supervisory authority and inform the data subject in case of violation of personal data will be at the expense of the CLIENT.

3. CLIENT'S COMMITMENTS

The CLIENT, in its capacity of data controller, is responsible for the processing of personal data implemented or carried out in the context of the execution of the Agreement. It guarantees XXX of the respect of the provisions provided for by the Regulations.

The CLIENT undertakes to facilitate XXX's task by providing it with all the information required to fulfill its obligations under the Agreement.

It is also up to the CLIENT, who undertakes to ensure that:

- The lawfulness of the processing of personal data carried out in the context of the performance of the Agreement, as well as the possible transfers of said personal data outside the European Union carried out for the purpose of performing the services provided for in the Agreement;
- The lawful, fair and transparent nature of the collection and processing of personal data (in particular, informing the data subjects, or even obtaining their consent when such consent is required, in particular because of the purpose or methods of processing or the data collected and processed). In this respect, the CLIENT shall also communicate to XXX any information or consent that it deems useful to bring to the attention of the data subjects during personal data collection operations that may be carried out directly or indirectly by XXX on behalf of the CLIENT;
- That such data are only processed for a specific, explicit and legitimate purpose, and that they are not processed for subsequent purposes incompatible with that purpose;
- That the personal data collected and processed in the performance of the Agreement are adequate, relevant, not excessive and limited to what is necessary for the purposes pursued, and that the collection and processing of such data are not unlawful;
- The quality, timeliness, updating and accuracy of such data;
- That personal data is kept in a form that allows the identification of the data subjects only for a period not exceeding that necessary for the purposes for which it is processed. In this respect, it is up to the CLIENT to determine and communicate to XXX the desired retention periods for the personal data processed so that they can be implemented as part of the performance of the services, subject to regulatory, legal or contractual provisions that would justify that XXX determines another retention period for personal data;
- That the authorizations to personal data are strictly limited to those who have the need to know, based on the rule of least privilege;
- That the rights of the data subjects (right of access, query, rectification, opposition, deletion, limitation, portability, etc.) are respected and that requests made in this respect by the data subjects are answered in the manner and within the time limits set by the applicable regulations on the protection of personal data.

The CLIENT releases XXX from any claim from data subjects whose personal data is processed by XXX for the purpose of performing the Agreement.

In its capacity as data controller, the CLIENT undertakes to provide XXX with all information and elements necessary for XXX to comply with its own obligations with respect to the protection of personal data.

The CLIENT declares that it will keep a written register containing a description of its processing activities carried out in its capacity as data controller and including, in particular, the processing carried out as part of the execution of the contract, in accordance with the applicable regulations on the protection of personal data.

ATTACHMENT 1

Personnel data treatment instructions

Documented instructions / description of each treatment

Treatment reference / name	<i>(Country / year / other ...)</i>
Creation date	
Last update	
Controller	<i>(Name and address of the Client)</i>
Processor	<i>(Name of the Processor)</i>
DPO <i>Please communicate the details of your Data Protection Officer, or at least your reference "protection of personal data"</i>	
QUESTIONS	REPONSES
Purposes of the processing of personal data <i>Objectives pursued, functionalities of the application, actual or envisaged uses, foundation, determined, explicit and legitimate nature, purposes fulfilling specific provisions, consequences of the treatment, ...</i>	<input type="checkbox"/> Internal and external communication (mailing lists for sending information) <input type="checkbox"/> Marketing <input type="checkbox"/> Management of alerts and contract monitoring messages <input type="checkbox"/> Trombinoscope and corporate directory <input type="checkbox"/> Website / extranet <input type="checkbox"/> Forums and Intra-company Blogs <input type="checkbox"/> Trade fairs, congresses, seminars, conferences and other events <input type="checkbox"/> Photo library / video library and communication media <input type="checkbox"/> Management of contacts with journalists / press <input type="checkbox"/> Customer and prospect databases <input type="checkbox"/> Exchanges, transfer or rental of client / prospect files <input type="checkbox"/> Management and follow-up of the customer relationship (complaint, after-sales service, ...)

	<ul style="list-style-type: none"> <input type="checkbox"/> Exploration operation, solicitation, commercial animation <input type="checkbox"/> Segmentation, targeting and profiling <input type="checkbox"/> Loyalty actions (including surveys, product tests, promotional actions, satisfaction surveys, management of customer opinions on products and services, etc.) <input type="checkbox"/> Trade Statistics <input type="checkbox"/> Commercial scoring (palatability, attrition, ...) <input type="checkbox"/> Contests, Sweepstakes and Promotional Events <input type="checkbox"/> Website, member area and customer area <input type="checkbox"/> Wishlist <input type="checkbox"/> Blog/forum <input type="checkbox"/> Payment transactions (including remotely by credit card) <input type="checkbox"/> Other, specify: ...
<p>Nature of the processing of personal data operations</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Consultation <input type="checkbox"/> Data gathering <input type="checkbox"/> Enrichment <input type="checkbox"/> Storage and hosting <input type="checkbox"/> Analysis and development of statistics <input type="checkbox"/> Prospecting and direct marketing <input type="checkbox"/> Maintenance <input type="checkbox"/> Outsourcing <input type="checkbox"/> Other, specify: ...
<p>Legal basis</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Consent <input type="checkbox"/> Execution of a contract <input type="checkbox"/> Legal obligation <input type="checkbox"/> Necessary to safeguard vital interests <input type="checkbox"/> Necessary for the performance of a task of public interest or falling within the exercise of public authority <input type="checkbox"/> Legitimate interests
<p>Categories of personal data that can be processed</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Identity / civil status / identification data Specify: ... <input type="checkbox"/> Contact information Specify: ... <input type="checkbox"/> Photographs / images Specify: ... <input type="checkbox"/> Marital / family status Specify: ... <input type="checkbox"/> Life habits Specify: ... <input type="checkbox"/> Other personal life data Specify: ... <input type="checkbox"/> Education, training, diploma, distinction Specify: ... <input type="checkbox"/> Professional life data Specify: ...

	<input type="checkbox"/> Economic and financial information, income, financial situation, tax situation Specify: ... <input type="checkbox"/> Connection data, IP address, log ... Specify: ... <input type="checkbox"/> Location data (movements, GPS, GSM) Specify: ... <input type="checkbox"/> Social Security number <input type="checkbox"/> Other Specify: ...
<p>“Sensitive” personal data that can be processed</p> <p><i>European regulations prohibit the sensitive data collection or the use of this data, except in certain cases:</i></p> <ul style="list-style-type: none"> • <i>if the data subject has given his express consent (active, explicit and preferably written step, which must be free, specific, and informed);</i> • <i>if the information is made public by the data subject;</i> • <i>if they are necessary for the safeguard of human life;</i> • <i>if their use is justified by the public interest and authorized by the CNIL;</i> • <i>if they concern the members or members of a political, religious, philosophical, political or trade union or organization.</i> 	<input type="checkbox"/> Biometric data for the purpose of uniquely identifying a natural person <input type="checkbox"/> Genetic data <input type="checkbox"/> Data relating to offenses, convictions, security measures (in civil, criminal, disciplinary matters, etc.) <input type="checkbox"/> Health status data <input type="checkbox"/> Data revealing racial or ethnic origins <input type="checkbox"/> Data revealing political opinions <input type="checkbox"/> Data revealing religious or philosophical convictions <input type="checkbox"/> Data revealing union membership <input type="checkbox"/> Life or sexual orientation
<p>Concerned persons</p> <p><i>See the people whose data is being processed (customers, prospects, suppliers, employees, etc.).</i></p>	<input type="checkbox"/> Clients <input type="checkbox"/> Prospects <input type="checkbox"/> Contacts <input type="checkbox"/> Users <input type="checkbox"/> Internet users <input type="checkbox"/> Employees <input type="checkbox"/> Persons acting on behalf of the client <input type="checkbox"/> Suppliers <input type="checkbox"/> Members <input type="checkbox"/> Adherents <input type="checkbox"/> Donors <input type="checkbox"/> Others, specify: ...

<p>Desired storage duration? <i>Distinction between an active / passive storage period? When and how are data deleted after their storage period?</i></p>	<p>To be completed with the desired data storage duration: ... <i>Otherwise, it will be up to the Client to delete the personal data himself or to request it from xxx on a case-by-case basis.</i></p>
<p>Data recipients <i>Details of people who may have access to the data, internally but also of third parties to whom the data can be communicated or who can access it.</i></p>	<p><input type="checkbox"/> Internal service that processes data: ... <input type="checkbox"/> Third party recipients to whom data can be communicated or who can access it, Specify: ... <input type="checkbox"/> Institutional or commercial partners <input type="checkbox"/> Subcontractors, Specify:... <input type="checkbox"/> Recipients in third countries or international organizations</p>
<p>Use of subcontractors? <i>Specify the nature, for example: host, IT service provider, router, etc. If yes, is there a contract with these subcontractors and does this contract include a clause making the subcontractor responsible for acting only on the instructions of the controller and taking what security and privacy measures are required?</i></p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, specify for each subcontractor the company name, the registered office, the place of data processing, any transfers outside the EU (and associated guarantees), the purpose of the processing carried out. <i>Please also specify the terms of exchanges expected between the company and the customer's subcontractor.</i></p>
<p>Information methods for the persons concerned <i>Should the data collection media or methods provide for information to the persons concerned? how should this information be made available to these people (mention on the form, on the website, by posting, in a telephone script, etc.)? how should the right of objection be formalized during the collection (checkbox, etc.)?</i></p>	<p><i>Please communicate the information that you wish to bring to the attention of the persons concerned + the details of the desired insertion methods + the desired consent methods</i></p>
<p>Existence and effectiveness of the rights of data subjects <i>How are requests for the exercise of their rights by the data subjects processed (deadline, response, etc.)? Detail according to the different rights?</i></p>	<p><i>Please specify the desired methods of processing such requests for the exercise of their rights by the persons concerned.</i></p>
<p>Data breach management <i>Specify the desired methods for the management of data breaches</i></p>	
<p>Transfer of personal data outside the EU</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please specify the country (ies) and the recipient organization (s)</p>
<p>Other characteristics of the processing or instructions from the client to the attention of the company</p>	<p>Authorization to subcontract</p>

ATTACHMENT 2
List of subcontractors of XXX

Denomination	Sub-contracted activity	Location of the subcontractor
[to be completed with the address of the subsequent subcontractor + the location of the data processing (country) + the "contract dates"]		

The Subcontractor is authorized to process on behalf of the controller the personal data necessary to provide the following service (s): ...

The controller undertakes to:

1. provide the processor with useful and necessary information for data processing;
2. document in writing any instructions concerning the processing of data by the processor
3. ensure, beforehand and throughout the duration of the processing, that the obligations provided for by the European data protection regulation are respected
4. supervise the treatment, at his expense.