

G. PROTECTION OF PERSONAL DATA

In addition to what is provided for the protection of personal data in the contract no. 104/2023 (Online Registry Publication Number 23SYMV013559713 2023-10-10) and Ministerial Decision no. 27499/2021 (Government Gazette 3682/B/10-8-2021), the following additional conditions are further provided for the above protection:

1. The "CONTRACTING AUTHORITY" is the Data Processing Entity (Data Controller) and it determines the purpose and manner of processing personal data for the implementation of the contract. The Contractor has the capacity of Processor with regard to the processing of personal data ascribed to it by the "CONTRACTING AUTHORITY". The purpose of the processing is described in the subject matter of the Contract and is the provision of remote identification services, namely the verification of the identity of a natural person, for the purpose of issuing a Digital Certificate (CPV:79132100-9), in accordance with Ministerial Decision No 27499/2021 (Government Gazette 3682/B/10-8-2021).

2. For the implementation of remote identification by the Contractor, the following information is transferred by the Ministry and in particular by APED and registered in the Contractor's database (information system): name, surname, email address, contact telephone number, identification document number, year of birth. The above information/personal data together with the video of the videoconference, as well as the following personal data which are looked up, during the remote identification process by the Contractor:

father's name, mother's name, date of birth, full details and photo of the identification document, are retained by the latter as an electronic file for seven (7) years from the expiry of the approved certificate and for two (2) years from the date of remote identification in the event that the application for the issuance of a digital certificate is rejected, in accordance with paragraph 1 hereof. If the application is approved but the citizen does not proceed with the issuance/installation of the certificate, all of the above information/data is retained for forty-five (45) days from remote identification. This information is in any case accessible for any form of foreseen control, in particular by the Registration Authority of APED. Furthermore, the Contractor, throughout the duration of the provision of its services in the context of the implementation of the contract, gains access to the following information, without, however, registering this information in its database: residential address (street, number, city, postal code).

3. The Contractor is obliged to promptly inform the Trust Service Provider (TSP) of any change in the content of the documents specified in Article 7, par. 3 of the Ministerial Decision, so that the TSP can in turn inform Hellenic Telecommunications & Post Commission (EETT).

4. The processing of personal data by the Contractor is entirely lawful based on the applicable contractual clauses and applicable legislation and ensures an adequate and satisfactory level of protection of privacy and fundamental rights and freedoms of the subjects of personal data, accepted by EU and national legislation, in particular Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 "on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC" (hereinafter Regulation or GDPR) and Law 4624/2019.

5. The Parties declare that they comply with all the requirements of the GDPR (Regulation) and national legislation and explicitly agree that the Regulation applies in its whole to the

Contract and the processing of data carried out under it, even if its relevant terms are not explicitly included herein.

6. These terms are signed within the framework of article 28 of the Regulation between the “CONTRACTING AUTHORITY”, which is the Data Controller within the meaning of the applicable legislation, and the Contractor, which is the Processor performing the processing at the instruction of and on behalf of the “CONTRACTING AUTHORITY”.

7. Subject and purpose of processing – Obligations of the Parties: The Contractor and its employees are obliged to process the personal data forwarded to them through the APED application or of which they gain knowledge during the execution of the Contract, which are mentioned above (under 2) - hereinafter "Data" - exclusively and strictly to the extent, scope and form necessary for the purposes of the execution of the Contract, at the instruction of the Data Controller and on his behalf and in accordance with his recorded orders and instructions.

8. The Contractor and its employees are explicitly prohibited from using the Data for any other purpose or for their own use, as well as from linking the files and data sent by the “CONTRACTING AUTHORITY” with its own files or those of its affiliates.

9. The Contractor will oblige its employees involved in the processing of the Data to maintain and guarantee the secrecy and confidentiality of the Data, before they begin processing activities. This obligation to maintain secrecy and confidentiality remains in effect even after the termination of the employment relationship with the Contractor for any reason.

10. The contractor is obliged to use for the processing of the Data only those employees who are necessary for the processing and only its employees, to whom it has previously made known the content of the Regulation and the obligations entailed by its compliance, as well as any legislation, policy, etc. that guarantees the protection of personal data.

11. The Contractor declares and guarantees that it and its employees implement the processing of the Data in accordance with the Regulation and the applicable legislation and additionally comply with all administrative acts aimed at the protection of personal data, as well as their internal policies and any Codes of Conduct regarding such protection.

12. The Contractor further guarantees for its employees, who will process the Data, that:

- they provide sufficient guarantees in terms of technical knowledge and personal integrity for maintaining confidentiality,
- they are under the direct supervision of the Contractor's legal representative,
- they have been informed and previously committed to the confidentiality of the mentioned data and to their obligation to apply the applicable legislation for the protection of the confidentiality of personal data, as applicable,
- they have been informed that they are civilly and criminally liable for violation of any of their obligations arising from the Regulation and current legislation, as applicable, or any other law, regulation, directive replaces them, applies and concerns the protection of personal data.

13. Technical and Organizational Data Protection Measures: The Contractor is obliged to take and prove that it complies with the appropriate organizational and technical measures for the security of Personal Data and their protection against accidental or unlawful destruction, accidental loss, alteration, prohibited dissemination or access and any other form of unlawful Processing within the meaning of article 28 par. 3 of the Regulation in conjunction with article

32 thereof. In particular, in addition to the measures referred to in the Agreement, the Contractor is obliged to comply with all security measures necessary for the protection of personal data taking into account the latest developments, the cost of implementation and the nature, scope, context and purposes of the processing, as well as the risks of likelihood of risk occurrence and severity for the rights and freedoms of the data subjects, in order to ensure the appropriate level of security against the risks. The Contractor is obliged to be able to prove compliance with these measures and to provide the Ministry of Digital Governance with the relevant evidence for audit. If the audit reveals a need to adjust the measures, the Contractor is obliged to adjust them in consultation with the "CONTRACTING AUTHORITY".

14. The Contractor shall assist the Data Controller to ensure its compliance with Articles 32 to 36 of the Regulation, considering the nature of the processing and the information available to it (Contractor).

15. Place of processing: The Contractor guarantees that the processing of Data takes place only in the European Union and the export of the Data is expressly prohibited. In particular, the processing takes place exclusively in Greece and specifically in Kallithea Attikis, El.Venizelou 46 & Kanakidis, Postal Code 17676, by the means and manner further specified in the Agreement. A change in the manner and means of processing requires the prior specific written consent of the Data Controller, who will communicate with the Contractor, even via e-mail.

16. The above applies to any type of processing of Data, even for simple access (reading or viewing of data), etc.

17. Rights of the subjects: The Contractor is obliged to have the appropriate technical and organizational measures in place to ensure that the rights of the Data subjects, which stem from Chapter III of the Regulation, can be effectively satisfied by the Data Controller within the time limits and with the procedure provided for in the Regulation and undertakes to provide immediately and in any case without delay to the Controller, all necessary information and data for this purpose. In the event that a Data subject mistakenly requests the Contractor to exercise his rights, the Contractor is obliged to immediately notify the request to the "CONTRACTING AUTHORITY" and to inform the Data subject that his request was duly passed on to the Controller. The Contractor is obliged to assist the Controller so that the Controller can satisfy the rights of the subject. The Contractor undertakes not to respond to a request from the subject directly nor to make similar contacts with the Data Subject, unless it receives a specific written instruction from the Controller. Data subjects are understood to be applicants for the issuance of a qualified electronic signature certificate with remote identification, in accordance with the provisions of the Ministerial Decision 27499/2021 (Government Gazette 3682/B/10-8-2021).

18. The Contractor has no right to correct or delete Data included in the files passed on to it by the "CONTRACTING AUTHORITY" or to which it gains access within the framework of the Contract, unless the Data Controller gives it a specific written instruction to this effect. For this reason, the Contractor is not responsible for the content of the files sent/passed on to it nor for the accuracy of the Data.

19. Subcontractors / Partners: The Contractor is explicitly prohibited from using a subcontractor/partner for the performance of the services of the Contract and the processing of the Data, unless the "CONTRACTING AUTHORITY" provides it with its specific - i.e. for a specific subcontractor/partner - prior written consent, in application of what was defined by

articles 13 and 14 of contract no. 104/2023. To date, the "CONTRACTING AUTHORITY" has not given the Contractor its consent for the use of subcontractors/partners. Regardless of the consent of the "CONTRACTING AUTHORITY" to the use of a subcontractor/partner, the Contractor continues to be responsible to the "CONTRACTING AUTHORITY" for compliance with the terms of the Contract and in particular these additional terms by both himself and his possible subcontractor/partner and is liable for any violation thereof. The Contractor is obliged to conclude written contract with any subcontractor/partner, in accordance with the provisions of article 28 par. 4 of the Regulation, where, among other things, the subcontractor/partner shall undertake towards the Contractor the same obligations as those referred to in the Contract and in particular these terms. The Contractor also guarantees that the "CONTRACTING AUTHORITY" will have the exact same rights of inspection and control over the subcontractor/partner as it has over the Contractor.

20. Inspection and control rights regarding the safeguarding of personal data. The Data Controller, through its employees or through a third party auditor, has the right to carry out inspections and audits at the Contractor's premises and the Contractor is obliged to allow unhindered access to the premises and means by which the processing is carried out, to computers, to physical or electronic files and to documents, archives, production equipment, etc., to the technical and organizational measures taken for the protection of Data etc., for the purpose of carrying out inspections and audits. In particular, the purpose of inspections and audits is to establish whether the Contractor complies with the processing terms in accordance with Regulation No. 104/2023 Contract, including these additional terms, the Ministerial Decision 27499/2021 (Government Gazette 3682/B/10-8-2021) and the provisions of the applicable legislation for the processing of Data. Inspections and audits are carried out within the framework of the Contractor's operating rules. The Contractor has the obligation to provide all necessary information to facilitate the inspection and audit, as well as the obligation to cooperate with the auditors and, upon request of the Controller, must be able to demonstrate that it complies with the technical and organizational measures for the protection of Data. Sufficient evidence could be the establishment of codes of conduct, in accordance with Article 40 of the Regulation, or a certificate in accordance with Article 42 of the Regulation, or current reports from independent parties (for example, certified or tax auditors, data protection officers, IT electronic security department, data protection auditors, quality controllers, etc.). The Contractor is obliged to carry out regular internal audits to verify the compliance and effectiveness of the security measures for the protection of Data.

21. Obligation to inform: The Contractor is obliged to assist the "CONTRACTING AUTHORITY" with its obligation to immediately notify the competent supervisory authority (Data Protection Authority - DPA), or if required, the data subject, of any Data breach, in accordance with the GDPR and the DPA decisions. For this purpose, the Contractor must inform the Data Controller immediately and in writing of any Data breach of which it becomes aware. The notification must include the information referred to in article 33 par. 3 of the GDPR, i.e. at least the following:

- the nature of the Data breach, including, where possible, the categories and approximate number of data subjects affected, as well as the categories and approximate number of personal data files affected
- the name and contact details of the data protection officer or other contact point from whom further information can be obtained,
- the potential consequences of the personal data breach,
- the measures taken or proposed to be taken to address the personal data breach, as well as, where appropriate, measures to mitigate its possible adverse consequences.

22. The Contractor has appointed a data protection officer. The Contractor is obliged to provide the Data Controller with the full details of the data protection officer immediately after his appointment.

23. The "CONTRACTING AUTHORITY" is obliged to immediately inform the Contractor in the event that it is notified of a claim or action by a third party, or is given an investigation order by a supervisory authority, if it is directly or indirectly related to the processing of the Data by the Contractor.

24. Copies, Deletion and Return of Data. The Contractor is not permitted to create and retain copies, in whole or in part, of the Data passed on to it or to which it gains access, except in the following cases:

- copies that are necessary to guarantee the lawfulness of the processing in accordance with the Agreement and these terms (backup copies, etc.) or
- copies that are necessary for the Contractor to comply with any legislative or regulatory obligations to retain Data or
- copies that are required to carry out the processing of personal data for the provision of the services of the Agreement, if and to the extent necessary or
- the Data Controller has authorized this in writing.

25. The Contractor shall retain the Data passed on to it by the "CONTRACTING AUTHORITY" or to which it gains access during the execution of the Contract exclusively for the time required for the execution of the services of the Contract and in accordance with the terms of the Contract and what is specifically provided above and specifically in subparagraph 6 of paragraph C. "Contractor's Obligations" of the Annex to contract no. 104/2023, after the addition of the paragraphs added by article 1 hereof.

26. If the Data Controller instructs the Contractor to delete/destroy part or all of the Data and such destruction is not contrary to the provisions of applicable law, the Contractor is obliged to securely destroy the Data and any copies thereof and to record their destruction. All terms of the Agreement regarding the processing of personal Data and the individual obligations of the Parties remain in full force and effect, to the extent that they are not contrary to the terms of this Annex. Any addition or amendment to these additional terms shall not be deemed to be valid unless it has been drawn up in writing and signed by the Parties. Delay or failure of any of the parties to exercise any of its contractual or legal rights with respect to this Agreement, whether once or repeatedly, shall in no case constitute a waiver of such right. The invalidity or nullity of any term of this Agreement shall not affect the validity of the entire Agreement. The Parties shall replace the invalid term with a corresponding lawful term.

27. This Agreement shall come into effect upon its signature. Finally, it is noted that the Contractor will keep a file with the personal data of the authorized employees of the "CONTRACTING AUTHORITY", who are involved in the management of the Contract, as amended by this Agreement, namely a file with their names and email addresses, for the sole purpose to communicate with them for the needs of management and implementation of the Contract.