

Processing of personal data

A. Processing of personal data by the Bank

Any personal data included in or relating to the Contract, including its implementation, shall be processed in accordance with Regulation (EU) No 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the Contract by the data controller.

The Consultant or any other person whose personal data is processed by the data controller in relation to this Contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.

Should the Consultant or any other person whose personal data is processed in relation to this Contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the Contract.

B. Processing of personal data by the Consultant

The processing of personal data by the Consultant shall meet the requirements of Regulation (EU) No 2018/1725 and be processed solely for the purposes set out by the data controller.

The Consultant shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this Contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) No 2018/1725. The Consultant shall inform without delay the controller about such requests.

The Consultant may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The Consultant shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the Contract. The Consultant must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 12 of these General Terms and Conditions.

The Consultant shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The Consultant shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Consultant becomes aware of the breach. In such cases, the Consultant shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The Consultant shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State data protection provisions as referred to in the Contract.

The Consultant shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The Consultant shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The Bank is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services as set out in this paragraph B of this Annex) and data security, which includes personal data held on behalf of the Bank in the premises of the Consultant or subcontractor.

The Consultant shall notify the Bank without delay of any legally binding request for disclosure of the personal data processed on behalf of the Bank made by any national public authority, including an authority from a third country. The Consultant may not give such access without the prior written authorisation of the Bank.

The duration of processing of personal data by the Consultant will not exceed a period of five (5) years following the expiry or termination of the Contract. Upon expiry of this period, the Consultant shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 5 of these General Terms and Conditions, if part or all of the processing of personal data is subcontracted to a third party, the Consultant shall pass on the obligations referred to in this Annex and in the Contract in writing to those parties, including subcontractors. At the request of the Bank, the Consultant shall provide a document providing evidence of this commitment.