

Appointment of TEXA S.p.A. as external data processing manager by the Data Controller

The Fleet Manager – as defined in the General Terms of Use of the eTRUCK Fleet Web Portal -

Appoints

TEXA SpA, having its registered office at Via 1 Maggio, 9 - 31050 Monastier di Treviso, Italy, with VAT Reg. No. and Tax ID 02413550266 (hereinafter referred to as the "**Data Processing Manager**" or "**TEXA**")

external data processing manager of the personal details provided by each Driver upon creation of his Driver Account for using the Services supplied by TEXA via the eTRUCK Device and the connected App downloaded by each Driver on his Smartphone. The words written with a capital letter have the meaning given in the document entitled "TEXA eTRUCK General Terms of Use of the eTRUCK Fleet Web Portal" unless another definition is given herein.

The content of this appointment as external data processing manager is represented by the obligations provided in accordance with Art. 29 of said decree. In particular:

- (i) TEXA accepts this appointment and confirms that it knows the obligations and responsibilities it is assuming herewith in accordance with the applicable provision.
- (ii) TEXA has experience, capacity and is reliable and provides adequate guarantees for compliance with the provisions of the personal data processing law and to guarantee adequate security
- (iii) TEXA declares that it has received and examined the instructions given by the Data Controller.

Pursuant to Art. 29 of the Privacy Act, the instructions TEXA must follow during processing of the personal details supplied by Drivers in connection with the above Services are given below:

- (i) carry out the tasks of processing the personal data that may come to his knowledge during supply of the Services by complying fully with provisions in force, as amended
- (ii) process personal details according to the principles of legality, correctness, necessity and purpose
- (iii) carry out only data processing tasks that are necessary for the purposes specified below: performance of the Services provided by the contract connected to use of the eTRUCK Device
- (iv) follow the instructions given by the Data Controller
- (v) manage the information technology system(s) in which the data processed by the Data Controller are kept and take adequate measures to guarantee secure data processing adequate to the level of risk and all measures necessary to prevent the risks of destruction or loss of the data, unauthorised access or processing not permitted or not conforming to the purposes agreed upon
- (vi) not divulge personal details obtained in relation to performance of the Services connected to use of the eTRUCK Device, or disclose them to third parties, without prejudice to the obligation to make the personal details available to the Judicial, Public Safety, Administrative and Legislative Authorities, or when required by law
- (vii) find individuals in his organisation and appoint them in writing as processing delegates, to process the data for the above purposes, and define the scope of processing permitted to each delegate, and give them instructions on the purposes and manner of processing and oversee their compliance and guarantee their commitment to respecting the obligation of confidentiality
- (viii) immediately inform the Data Controller and cooperate in case of requests from the data subjects in accordance with Art.7 et seq. of the Privacy Act, or those made during inspections or audits or requirements of the Privacy Guarantor or the concerned authorities
- (ix) subject to the Data Controller's consent in writing, appoint one or more supervisors who must be bound by the same obligations assumed by TEXA herewith
- (x) provide the Driver the Privacy Notice in accordance with the provision in force.

Effects of this appointment

This appointment shall be valid for the entire term of the agreement concluded between the Fleet manager

and the Workshop in accordance with the Terms of Use of the eTRUCK Fleet Web Portal and will cease to have effects upon termination of such agreement for whatever reason.

In the event of termination of this appointment for whatsoever reason the Data Processing Manager shall return the data to the Data Controller or third parties indicated in writing by the latter and delete them.

The Fleet Manager confirms the appointment of TEXA S.p.A. as external processing manager of the personal details provided by the Driver in accordance with this document.

Following the acceptance of the General Terms of Use of the eTRUCK Fleet Web Portal and confirmation of this document of appointment, the Fleet Manager will receive, to the e-mail address provided upon configuration of the Fleet Manager Account, an e-mail from TEXA S.p.A. as acceptance, for all legal purposes, of this appointment as external data processing manager.