

COMMITMENT CHARTER OF THE CORRESPONDENT FOR THE RESPECT OF THE PROVISIONS ON THE PROTECTION OF PERSONAL DATA

COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION (GDPR)

URIOS is committed to a compliance program with the European Data Protection Regulation.

As a Data Controller and Subcontractor to the end customer, **URIOS is required to use subcontractors and correspondents who offer sufficient guarantees as to the implementation of security and confidentiality rules for the data collected and transmitted.**

URIOS must ensure, in particular by contractual means, that adequate measures have been taken by subcontractors and correspondents so that the processing of personal data carried out on behalf of URIOS complies with European regulatory requirements in terms of data protection.

In order to carry out the services entrusted to you, you may come into possession of confidential information, particularly personal data, either by chance, during your research or as a result of a communication from URIOS.

Their processing is subject to the implementation of appropriate technical and organizational measures pursuant to **Law 78-17 of January 6, 1978, as amended**, relating to information technology, files and freedoms and, since May 25, 2018, to **Regulation (EU) 2016/679** of April 27, 2016 on the protection of personal data, hereinafter referred to as "GDPR".

In order to provide adequate guarantees regarding the protection of privacy, freedoms and fundamental rights of individuals when collecting, accessing or using personal data on behalf of URIOS, **the Correspondent agrees and guarantees the following (a summary is present in Appendix 1):**

1. **To process personal data exclusively on behalf of URIOS** and in accordance with URIOS' instructions and these clauses; if it is unable to comply for any reason, it agrees to inform URIOS of its inability without delay;
2. **Agree to treat as "confidential" any information of any kind, written or oral, that may come to his knowledge during the performance of the assignment;**
3. **Implement appropriate technical and organizational security measures** before processing the personal data entrusted to him or collected in the course of the assignment. In this respect, taking into account the risks associated with the processing, the nature of the data to be protected and the cost of implementation, it shall use all necessary means to protect

the said data against any accidental loss, alteration, disclosure to unauthorized third parties or unauthorized access to the said data

4. In the event of transferring personal data to URIOS, **the correspondent undertakes to use a secure means of transmission or to protect the file sent with a password (*a procedure is available in Appendix 2*)**. The password must then be sent in another email or via SMS, in order to guarantee the security of the file and to allow the URIOS services to open it..
5. In case of transfer of personal data to a third country outside the European Union, which does not ensure an adequate level of protection, **the Correspondent undertakes to obtain the prior written consent of URIOS** and provided that the recipient country presents an adequate or sufficient level of protection, in accordance with Article 44 and following of the GDPR;
6. **At the request of URIOS, the Correspondent will assist URIOS in providing proof of compliance with data protection obligations.**
7. **Undertake to forward to URIOS without delay (and at the most within 72 hours) any request to exercise rights as provided for by the data protection regulations**, as soon as the data is in his possession. These requests may represent a right to information, access, rectification, limitation of processing, deletion, opposition, portability or any other right arising from national and European legislation.

Requests for the exercise of rights should be sent to the following address: rgpd@urios.com.

URIOS agrees that **the correspondent will respond to the request of the applicant** within the limits of the request and only on the data used in the framework of the missions entrusted by URIOS.

8. **Promptly disclose any compelling request for disclosure of personal data from a law enforcement authority**, unless otherwise provided, such as a criminal prohibition to preserve the secrecy of a police investigation;
9. **Commit to cooperate with URIOS in order to provide the legal information resulting from the GDPR** to all the persons concerned on all the processing carried out by the Correspondent on behalf of URIOS, and in general to guarantee the respect of the legal and regulatory provisions relating to data protection;
10. In the event of a Personal Data breach resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, **he undertakes to take all necessary steps to mitigate any**

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Under the provisions of French decree n°96-1112 of 18 December 1996, URIOS is covered by a civil and professionally liability insurance contract number FRPRI 10133775 with CNA ASSURANCE for guarantee of representation of funds entrusted. Account allocated to funds received: CE 17515 90000 0800349 1319.

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immediate and potential risk to the data subjects and shall notify URIOS of the data breach. The notification shall describe the nature of the breach, its likely consequences, the steps taken by the Correspondent, and anything that will enable URIOS to take action commensurate with the identified risk.

The Parties agree that upon completion of the data processing services, the Correspondent will return to URIOS, at URIOS's option, all transferred personal data and copies thereof, or destroy all such data and provide evidence thereof to URIOS.

Unless the legislation imposed on the Correspondent prevents him from returning or destroying all or part of the personal data transferred. In this case, the Correspondent guarantees that he will ensure the confidentiality of the transferred personal data and **that he will no longer actively process said data for the duration of this legal obligation**, after which the data is destroyed or returned to URIOS under the same conditions as those described above.

The Correspondent declares to comply with the provisions of this document and to comply with the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data.

The Correspondent acknowledges that any breach of its security and confidentiality obligations is likely to result in the termination of its relationship with URIOS without compensation.

A summary of the provisions and obligations of the Correspondent is available in Appendix 1.

If you do not respond within 15 days of receiving this document, the charter of commitment is deemed accepted and comes into force. The correspondent is also informed that any beginning of mission is worth acceptance of this charter of commitment.

APPENDIX 1: Summary of the correspondent's obligations under the charter of commitment

The correspondent:

- 1. Processes personal data exclusively on behalf of URIOS.**
 - a. No reuse on its own behalf or on behalf of a third party other than URIOS
 - b. No sale or resale of data collected in the course of URIOS assignments
- 2. Agrees to treat as "confidential" any information of any kind, written or oral, that may come to his knowledge during the execution of the assignment.**
 - a. No disclosure, dissemination or transmission of any kind whatsoever to any third party other than URIOS
- 3. Will implement the appropriate technical and organizational security measures.**
 - a. Appropriate protection measures for computer resources
 - b. Backup and replication of backup
- 4. Agrees to use a secure transmission method or password protecting the file sent.**
 - a. Protect the method of sending documents to URIOS and/or
 - b. Password protection of documents sent to URIOS
- 5. Agrees to obtain prior written consent from URIOS before transferring any Personal Data outside the EU.**
- 6. Assist URIOS in demonstrating compliance with data protection obligations.**
- 7. Undertakes to inform URIOS without delay of any requests to exercise rights under the data protection regulations.**
 - a. Request to be transmitted within a maximum of 72 hours
 - b. URIOS agrees that the correspondent will respond to the request of the applicant within the limits of the request and only on the data used in the framework of the missions entrusted by URIOS.
 - c. Requests for the exercise of rights must be sent to the following address: rgpd@urios.com.
- 8. Communicate promptly any binding request for disclosure of personal data from a law enforcement authority.**
- 9. Undertakes to cooperate with URIOS to provide legal information under the GDPR.**
- 10. Agrees, in the event of a data breach, to notify URIOS and take all necessary steps to mitigate any immediate and potential risk.**
- 11. Will return to URIOS all data that he has collected or become aware of at the end of the contractual relationship with URIOS and shall not retain a copy of such data under any circumstances.**
- 12. In the event of a request from the authorities during an investigation, he will no longer actively process the data in question.**

If you do not respond within 15 days of receiving this document, the charter of commitment is deemed accepted and comes into force. The correspondent is also informed that any beginning of mission is worth acceptance of this charter of commitment.

APPENDIX 2: Procedure for protecting files

To protect an Excel file :

Detailed explanations on: support.microsoft.com

1. Select **File > Info**.
2. Select the **Protect Workbook** box and choose **Encrypt with Password**.
3. Enter a password in the **Password** box, and then select **OK**.
4. Confirm the password in the **Reenter Password** box, and then select **OK**.

To protect a Word file :

Detailed explanations on: support.microsoft.com

1. Select **File > Info**
2. Select the **Protect Document** box and choose **Encrypt with Password**.
3. Type a password in the **Password** box, then type it again to confirm it.
4. Save the file to make sure the password takes effect.

To protect a PowerPoint file :

Detailed explanations on: support.microsoft.com

1. Select **File > Info**.
2. Select **Protect Presentation > Encrypt with Password**.
3. In the **Password** box, enter the password you'd like to use. Select **OK**.
4. PowerPoint prompts you to **confirm the password** by entering it once more.
5. Save the file to ensure the password takes effect.

To protect a PDF file :

Detailed explanations on: helpx.adobe.com

1. Open the PDF file in **Acrobat**.
2. Select **File > Protect Using Password**.
3. Select **Viewing**, and then enter the password twice.
4. Click **Apply**. Acrobat displays a confirmation message indicating that the file has been successfully password protected.