

DATA PROCESSOR AGREEMENT

BETWEEN

CAMPUS PARTY LTD, an IRISH company with registered office in 3rd Floor, 11 Angelsea Street, Cork T12 CYR8, Ireland, registration number 9748043, represented herein by Carlo Cozza as Company Director. (hereinafter the "Data Controller"), and the company Campus Party Italia srl, with registered office in Milan, Viale Bianca Maria 21 VAT number 09232640962, in the person of Chief Executive Officer Carlo Cozza (hereinafter also just "CPIT") (hereinafter "Data Processor").

RECITALS

- (A) CAMPUS PARTY LTD is a company dedicated to organize technology events called "Campus Party";
- (B) CAMPUS PARTY Ltd granted a license to CAMPUS PARTY ITALIA S.r.l. to organize "campus party" in the territory of Italy;
- (C) According to the "International License Agreement for Campus Party in Italy":
 - the costumers' databases will be managed according to REGULATION (EU) 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 (General Data Protection Regulation), hereinafter GDPR.
 - parties expressly agree that the databases of the relevant participants to each event "Campus Party" will be the sole property of CAMPUS PARTY LTD ("Data Controller");
 - CAMPUS PARTY ITALIA S.r.l. shall have right to access and/or use the database of CAMPUS PARTY LTD's participants at the "Campus Party" event in Italian territory as Data Processor,
- (D) in order to perform the Activities on the Data Controller's behalf, the Data Processor will require certain Personal Data to be made available to it by the Data Controller;
- (E) under GDPR, the Data Controller is required to put in place an agreement between the Data Controller and any organization which processes personal data on its behalf governing the processing of that data.
- (F) the parties now wish to enter into this Agreement in order to regulate the provision and use of Personal Data that the Data Processor will be processing on behalf of the Data Controller.

AGREEMENT

1. **DEFINITIONS AND INTERPRETATION.**

- 1.1 The following words and phrases used in this Agreement and the Schedules shall have the following meanings except where the context otherwise requires:
- "Master Contract" means the "International License Agreement for Campus Party in Italy" between the Data Controller and Data Processor setting out the terms and conditions for the Activities to be provided by the Data Processor.
 - "Data Subject" means an individual who is the subject of personal data;
 - "Personal Data" means data which relate to a living individual who can be identified from that data, or from those data and other information which is in the

possession of, or is likely to come into the possession of, the data controller or data processor.

- “Activities” means the activities to be carried out by the Data Processor under the terms of the Master Contract with the aim of organizing, managing and promoting Campus Party event in Italian territory

1.2 This Agreement shall continue in full force and effect for the same period as the Master Contract, unless terminated for breach by either party.

2. OBLIGATIONS OF THE DATA CONTROLLER

2.1 The Data Controller shall provide the Personal Data to the Data Processor together with such other information as the Data Processor may reasonably require in order for the Data Processor to provide the Activities.

2.2 The instructions given by the Data Controller to the Data Processor in respect of the Personal Data shall at all times be in accordance with GDPR.

3. OBLIGATIONS OF THE DATA PROCESSOR

3.1 The Data Processor will process the Personal Data in compliance with GDPR.

3.2 The Data Processor undertakes that it shall process the Personal Data strictly in accordance with the Data Controller's instructions for the processing of that personal data.

3.3 The Data Processor will process the Personal Data for the for the following purposes only:

- To contact customers by e-mail in order to invite their participation in Campus Party and containing information, also of a commercial and promotional nature, related to Campus Party events;
- Send reminder e-mail as required;
- To remove any customers who register an objection to their inclusion or to remove participants from future waves of the survey as required.

3.4 The Data Processor will treat the personal data, and any other Information provided by the Data Controller as confidential, and will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of the Data Processor carrying out the permitted processing and complying with its obligations under this Agreement.

3.5 The Data Processor will ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data. The Data Processor will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of Personal Data.

3.6 The Data Processor agrees to assist the Data Controller promptly with all subject information requests which may be received from the data subjects of the Personal Data and within its service level target of 21 days.

3.7 The Data Processor will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Data Controller, unless the disclosure is required by law.

3.8 The Data Processor will not sub-contract any of the processing without explicit written agreement from the Data Controller. Where such written agreement is provided, the Data Processor will ensure that any subcontractor it uses to process the personal data complies with the terms of this agreement.

3.9 The Data Processor will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

3.10 The Data Processor will not keep the personal data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the Activities under this agreement. Where this is necessary, the Data Processor will keep an audit trail of which laptops/drives/devices the personal data are held on.

3.11 The Data Processor will notify the Data Controller of any information security incident that may impact the processing of the personal data covered by this agreement within two working days of discovering, or becoming aware of any such incident. Following the report of the incident, the Data Processor will cooperate with the Data Controller's Compliance and Information Security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The Data Processor will cooperate with the Data Controller in implementing any required corrective action agreed between the parties.

3.13 On termination of this agreement, the Data Processor will ensure that the personal data is securely removed from their systems and any printed copies securely destroyed. In complying with this clause, electronic copies of the personal data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.

3.14 The Data Controller reserves the right upon giving reasonable notice and within normal business hours to carry out compliance and information security audits of the data processor in order to satisfy itself that the Data Processor is adhering to the terms of this agreement.

4. THIRD PARTY RIGHTS. The Data Subject is hereby entitled to enforce the terms and conditions of this Agreement as a third party beneficiary.

5. INDEMNITIES Each party shall indemnify the other against all costs, expense, including legal expenses, damages, loss, including loss of business or loss of profits, liabilities, demands, claims, actions or proceedings which a party may incur arising out of any breach of this Agreement howsoever arising for which the other party may be liable.
6. GOVERNING LAW This Agreement shall be governed by and construed in accordance with Irish law and each party hereby submits to the non-exclusive jurisdiction of the Irish courts.

May, 2018