

## **Fiorente Global, LP**

### **GDPR Data Processing Addendum**

This GDPR Data Processing Addendum, including the Standard Contractual Clauses incorporated herein by reference (“DPA”), is entered into by and between you, on behalf of yourself and the entity you represent together with its subsidiary(ies) and affiliated entities (individually and collectively, “Customer”) and Fiorente Global, LP (together with subsidiary(ies) and affiliated entities, collectively “Fiorente”) and amends and supplements Fiorente’s Terms of Use at [www.fiorenteglobal.com/termsfuse](http://www.fiorenteglobal.com/termsfuse) and Fiorente’s Privacy Policy at [www.fiorenteglobal.com/privacypolicy](http://www.fiorenteglobal.com/privacypolicy) (collectively, the “Agreement”). The terms of this DPA apply solely to the extent Personal Data (as defined below) is exchanged between the parties as part of their relationship.

WHEREAS, Fiorente provides global project management services (collectively, the “Services”) to its customers;

WHEREAS, in connection with the Services, Customer and/or Fiorente may collect certain Personal Data (as defined below) in respect of which such party is a data controller under applicable EU Data Protection Laws (as defined below) (each party, in such capacity, “Controller”);

WHEREAS, in connection with the Services, Customer and/or Fiorente may process certain Personal Data in respect of which such party is a processor under applicable EU Data Protection Laws (each party, in such capacity, “Processor”); and

WHEREAS, Customer and Fiorente have agreed to enter into this DPA in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by EU Data Protection Laws.

NOW THEREFORE, the parties agree as follows:

1. Defined Terms. Terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor” and “data subject”, will have the same meaning as set forth in Article 4 of the GDPR. In addition, the following definitions are used in the Addendum:
  - a. “EU Data Protection Laws” means all laws and regulations of the European Union, the European Economic Area, their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including (where applicable) the GDPR.
  - b. “GDPR” means the General Data Protection Regulation (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).
  - c. “Personal Data” means any information relating to an identified or identifiable natural person located in the European Economic Area, Switzerland and United Kingdom. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - d. “Standard Contractual Clauses” means the model clauses for the transfer of personal data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission's Decision 2010/87/EU of 5 February 2010 and at <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>.

2. Effective Date. This DPA is effective on the later of (a) the start of enforcement of the GDPR or (b) the date Processor begins to process Personal Data on behalf of Controller.
3. Data Processing Description. Exhibit A to this DPA describes the data exporter, data importer, data subjects, data categories, special data categories (if appropriate), the processing operations and the technical and organizational measures implemented by Processor to protect the Personal Data. For the purposes of the Standard Contractual Clauses, (a) Controller is the data exporter, and Controller's execution of this DPA shall be treated as Controller's execution of the Standard Contractual Clauses and appendices in this DPA; and (b) Processor is the data importer, and Processor's execution of this DPA shall be treated as Processor's execution of the Standard Contractual Clauses and appendices in this DPA.
4. GDPR Contractual Terms. Pursuant to Articles 28, 32 and 33 of the GDPR:
  - a. Controller grants a general authorization: (i) to Processor to appoint its affiliates as sub-processors, and a specific authorization (ii) to Processor and its affiliates to appoint as sub-processors the companies and in respect of the sub-processing activities identified to Controller. Fiorente's sub-processors are set out on Exhibit B attached hereto, as it may be updated from time to time. [Article 28(2)]
  - b. Processor shall [Article 28(3)]:
    - i. process the Personal Data only on documented instructions from the Controller unless required to do so by European Union or Member State law to which the Controller is subject; in such a case, the Controller shall inform Processor of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
    - ii. ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
    - iii. take all applicable and appropriate measures required of processors pursuant to Article 32 of the GDPR.
    - iv. taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the the Controller's obligation to respond to requests for exercising the data subject's rights set forth in Chapter III of the GDPR.
    - v. assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Processor.
    - vi. at the direction of the Controller, delete or return all the Personal Data to the Controller after the end of the provision of services relating to processing, and delete existing copies unless European Union or Member State or United States law requires storage of the Personal Data; provided, however, that Processor may retain Personal Data for the length of any applicable statutes of limitations for the purposes of bringing or defending claims.
    - vii. make available to the Controller all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller and immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions.
  - c. Where Processor engages another processor for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate

- technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. [Article 28(4)]
- d. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Controller and Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. [Article 32(1)]
  - e. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed. [Article 32(2)]
  - f. Processor shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data does not process them except on instructions from the Controller, unless he or she is required to do so by European Union or Member State law (or other applicable law). [Article 32(4)]
  - g. Processor shall notify the Controller without undue delay after becoming aware of a personal data breach involving Personal Data. [Article 33(2)] Such notice will, at a minimum, (A) describe the 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) communicate the name and contact details of the data protection officer or other contact where more information can be obtained; (C) describe the likely consequences of the personal data breach; and (D) describe the measures taken or proposed to be taken by the Controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. [Article 33(3)]
5. International Transfers. [Article 46]
- a. Customer acknowledges and agrees that Fiorente has locations in the United States and that Customer's provision of Personal Data to Fiorente for processing is a transfer of Personal Data to the United States.
  - b. All transfers of Personal Data out of the European Economic Area, Switzerland and the United Kingdom to countries that do not ensure an adequate level of data protection within the meaning of applicable data protection laws shall be governed by the Standard Contractual Clauses. The terms of the Standard Contractual Clauses, together with Appendices 1 and 2 set out in Exhibit A to this Addendum, are incorporated in this DPA by this reference solely as required with respect to Personal Data. Execution of this DPA by both parties includes execution of the Standard Contractual Clauses with respect to the processing of Personal Data.
6. Processing by Controller. Controller represents and warrants that the Personal Data provided to Processor for processing under the Agreement and this DPA is collected and/or validly obtained by Controller in compliance with all applicable laws and regulations, including without limitation the EU Data Protection Laws, including without limitation Chapter II of the GDPR.
7. Limitation of Liability. Each party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained in the terms and conditions set forth at [www.fiorenteglobal.com/termsfuse](http://www.fiorenteglobal.com/termsfuse). For the avoidance of doubt, each reference herein to the "DPA" means this DPA including its exhibits and appendices. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FIORENTE'S LIABILITY TO CUSTOMER FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO FIORENTE UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED

THAT IF SUCH EVENT OCCURS BEFORE SIX (6) MONTHS HAVE PASSED SINCE THE EFFECTIVE DATE OF THE AGREEMENT BETWEEN THE PARTIES, THEN THE DAMAGES CAP SHALL EQUAL SIX TIMES THE AVERAGE AGGREGATE MONTHLY FEES PAID OR PAYABLE UNDER THE AGREEMENT.

8. Modification. To the extent that it is determined by any data protection authority that the Agreement or this DPA is insufficient to comply with the applicable EU Data Protection Laws, or to the extent required otherwise by any changes in the applicable data protection laws, Customer and Fiorente agree to cooperate in good faith to amend the Agreement or this DPA or enter into further mutually agreeable data processing agreements in an effort to comply with any EU Data Protection Laws applicable to Fiorente and Customer.
  
9. General. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail solely to the extent that the subject matter concerns the processing of Personal Data. This DPA does not confer any third-party beneficiary rights, is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. This DPA only applies to the extent Processor processes Personal Data on behalf of the Controller. Except as required under the GDPR, this DPA and any action related thereto shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the courts of Atlanta, Georgia. This DPA together with the Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter.

## EXHIBIT A

### Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

#### Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data exporter is the Controller, the entity that has executed an Agreement and assented to the Standard Contractual Clauses as a data exporter.

#### Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Data importer is Processor and processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement and the DPA.

#### Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to Processor, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: the data exporter's customers, which include individuals. Data subjects may also include individuals attempting to communicate or transfer Personal Data to users of the services provided by Fiorente Global, LP.

#### Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to Processor, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data: (a) First and last name; (b) Title; (c) Position; (d) Employer; (e) Contact information (email, phone, physical business address); (f) professional life data; (g) personal life data; and (h) other data in an electronic form used by the Controller in the context of the services.

#### Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to Processor, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity personal data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

## Processing operations

The objective of the processing of personal data by data importer is the performance of the contractual services related to the Agreement with the data exporter. The processes may include collection, storage, retrieval, consultation, use, erasure or destruction, disclosure by transmission, dissemination or otherwise making available data exporter's data as necessary to provide the services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.).

The personal data transferred will be subject to the following basic processing activities (please specify):

### **Appendix 2 to the Standard Contractual Clauses**

This Appendix forms part of the Standard Contractual Clauses.

#### **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Processor will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data transferred to Processor, including without limitation, maintaining an information security program, personnel training and education, vendor management and oversight, segregation of duties, access controls, secure user authentication, encryption and firewalls. Processor will not materially decrease the overall security of the personal data during the term of its relationship with Controller.

**Data Processing Addendum**  
**Exhibit B: Fiorente's Sub-Processors**

<b>Sub-processor name</b>	<b>Permitted sub-processing activities</b>
Google	Analytics and G Suite services
Microsoft	Desktop office products (Excel, Outlook, Word, etc.) in the conduct of our business
Aruba S.p.A	Web hosting and email services
We use a variety of transcription and/or translation services depending on the particular project. Contact us for information on any of these services used for your project.	Transcription and translation services