

Cooperation agreement - Privacy

- Privacy-

Pursuant to San Marinese Law 21 December 2018 N.171, approved in order to conform to EU Regulation 679/2016 (hereinafter referred as GDPR), Prima Tour in its capacity as Data Processor, with reference to the present contract, establishes itself as "Data Processor" in relation to data in whose respect the Client undertakes the role of "Data Controller", with special regard to personal data referred to in art.2(a) (equivalent to GDPR's art.4, paragraph 1), and possibly in art.9 - *special categories* – (equivalent to GDPR's art.9) concerning the collection, reading, writing, use and management of the booking system. Such data treatment has as its objective the management of reservations.

The duration of the data treatment is correlated to the duration of this contract, in compliance and application of the following instructions:

a. Prima Tour will carry out the data processing, with the sole aim of managing reservations, with expressed prohibition of disclosure of such data to unauthorized third parties, in accordance with the arrangements laid down in the existing contractual relationship and with current instructions;

b. The persons authorized by Prima Tour to the data processing are committed to confidentiality and are bound to an adequate legal confidentiality obligation(art.30 Law 171/18);

c. Prima Tour has adopted the security measures required by Article 33 Law 171/18 with reference to the data processing entrusted;

d. in the execution of the task, if Prima Tour deems it necessary to resort to additional external subjects for the treatment of the data entrusted by the Client, the Client authorizes Prima Tour from now on pursuant to paragraph 2 of art. 29 Law 171/18- general authorization - to avail itself of such subjects designated as Sub Processor, without prejudice of the measures to be enacted and referred to in paragraphs 2 and 4 of art. 29 Law 171/18, whereof the customer may request the list;

e. In case of requests for the exercise of the rights of the final customer (Data subject) as referred to in Title III of Law 171/18, Prima Tour will assist the Client with appropriate technical and organizational measures, in order to meet the obligation of the Client as Data Controller;

f. Prima Tour has implemented measures for the fulfillment of the obligations referred to in Articles: 33 - technical and organizational measures, 34 and 35 - Data Breach procedures, 36 - Impact Assessment (where applicable), taking into account the nature of the treatment and the information available;

g. upon request of the customer, after the termination of the contractual relationship, Prima Tour will cancel or return all personal data, and the existing copies, unless the law of the European Union or of San Marino prescribes the retention of data, or if this is necessary for the rights of defense of Prima Tour;

h. Prima Tour remains at the disposal of the Customer for any further information, to demonstrate compliance with the obligations referred to in art. 29 Law 171/18, to allow and contribute to review activities, including possible inspections carried out by the Customer as Data Controller or by another entity entrusted by the Customer;

By adopting these instructions, the Agency acknowledges that it has been duly instructed on the modalities of the treatment of personal data, and it is available to receive supplemental data for which it will eventually evaluate the adoption.