



## **GDPR COMPLIANCE** **General Data Protection Regulation**

### **Definitions in GDPR and PDPL context**

#### **1. PERSONAL DATA PROTECTION REGULATION**

All legal regulations applicable to the protection of personal data and the security of personal information, whether of an international or community nature, or national nature, such as, in particular, the General Data Protection Regulation, the Personal Data Protection Law (PDPL) and other complementary legislation currently in the legal system.

#### **2. PROCESSING RESPONSIBLE**

"Processing Responsible" means a natural or legal person, public authority, agency or other organization which alone or jointly with others determines the purposes and means of personal data processing.

#### **3. SUBCONTRACTOR**

"Subcontractor" means a natural or legal person, public authority, agency or other organization which processes personal data on behalf of the Processing Responsible.

### **Clause 1st**

#### **(Compliance with PERSONAL DATA PROTECTION REGULATION)**

1. Each one of the Parties shall act in accordance with all the rules in the national legal system regarding the protection of personal data and information security, hereafter designated as the PERSONAL DATA PROTECTION REGULATION, and shall comply with their respective obligations.

2. The PERSONAL DATA PROTECTION REGULATION covers any and all types of regulations existing and applicable in the national legal system as well as any and all interpretations or decisions of an administrative or jurisdictional entity in such matters and any and all recommendations, codes of conduct or certification mechanisms current and applicable issued by a supervisory authority.



**Clause 2nd**  
**(Processing Responsible and subcontractor)**

Under the agreement between SIMOLDES Group – Plastic Division companies\*, hereinafter presented as SIMOLDES, and the Suppliers, hereinafter presented as SUBCONTRACTOR, both parties agree that, in matters of personal data protection and information security, SIMOLDES shall be the entity responsible for processing in accordance with the definitions and general terms contained in the following PERSONAL DATA PROTECTION REGULATION.

\* Simoldes Plásticos, S.A. | Inplas, Industrias de Plásticos, S.A. | Plastaze Plásticos de Azeméis, S.A. | Simoldes Plásticos Indústria, Ltda. | Simoldes Plásticos Brasil, Ltda. | Simoldes Plásticos France, s.a.r.l. | Simoldes Plásticos Polska Sp. Z.o.o. | Simoldes Plásticos Czech s.r.o. | Simoldes Plásticos Deutschland Engineering, GmbH. | Simoldes Plásticos España, S.L. | Simoldes Plásticos France Engineering, s.a.s. | Simoldes Plásticos Maroc, SARLAU - contacts available at Personal Data and Privacy Protection on <http://www.simoldes.com>.

**Clause 3rd**  
**(Technical and organizational measures)**

The SUBCONTRACTOR must implement and execute the appropriate technical and organizational measures in a way that the processing satisfy the requirements of the PERSONAL DATA PROTECTION REGULATION, ensuring the defense of the rights of the data owner and accepting the costs for implementing these measures, as integral part of the services and/or Supplies subject to the Contract.

**Clause 4th**  
**(Subcontractor)**

1. The SUBCONTRACTOR is not authorized to contract another subcontractor without the Responsible for Processing having given, previously and in writing, specific or general authorization.
2. If there is a general written authorization, the SUBCONTRACTOR shall inform the Processing Responsible for the treatment of any intended changes concerning the increase in the number or replacement of other subcontractors, thereby giving to the Processing Responsible the opportunity to contest the changes.
3. If the Subcontractor contracts another subcontractor to execute specific data processing operations on behalf of the processing responsible, the same data protection obligations as those established in this contract shall be imposed on this other subcontractor by contract or other legal act under Union or Member State law, and it must obtain guarantees from him that he will fulfil the obligations of the PERSONAL DATA PROTECTION REGULATION.



4. If the SUBCONTRACTOR contracts another Subcontractor to execute specific data processing operations on behalf of the processing responsible, and if that other Subcontractor does not comply with its data protection obligations, the initial Subcontractor shall remain fully committed with the Processing Responsible, for the compliance of this other Subcontractor obligations.

5. If the SUBCONTRACTOR contracts another subcontractor to carry out specific data processing operations on behalf of the processing responsible, the contract must be made in writing, including an electronic format.

#### **Clause 5th** **(Engagement terms)**

The treatment of personal data in the context of subcontracting relations between the parties is regulated by these conditions, and the SUBCONTRACTOR shall, whenever it carries out personal data processing operations in the name and on behalf of the Processing Responsible, be in accordance with the terms established in the Single Appendix regarding the object and duration of processing, the nature and purpose of processing, the type of personal data and the categories of data subjects, and the obligations and rights of the processing responsible.

#### **Clause 6th** **(Treatment according to instructions)**

1. The SUBCONTRACTOR process personal data only by written instructions from SIMOLDES.
2. The treatment to be carried out by the SUBCONTRACTOR shall be performed under the terms defined in the Single Appendix - Instructions and Contractual Conditions of Data Processing, in accordance with the periodic reviews and updates, in writing, as well as any other treatment that may be notified by SIMOLDES to SUBCONTRACTOR under the Agreement.

#### **Clause 7th** **(Circulation and transfer of personal data)**

The SUBCONTRACTOR is not authorized, unless the Processing Responsible has given prior written specific or general authorization and, in this case, complied with the respective instructions, to transfer personal data to third parties, including with regard to transfers of data to third countries or international organizations, unless it is obliged to do so by Union or Member State law to which it is subject, in which case it shall inform the Processing Responsible of that legal requirement before processing, unless the law prohibits such information for important reasons of public interest.



**Clause 8th  
(Confidentiality commitment)**

The SUBCONTRACTOR must ensure that collaborators, workers or persons authorized to process personal data have assumed a commitment of confidentiality or are submitted to appropriate legal obligations of confidentiality;

**Clause 9th  
(Safety measures)**

1. The SUBCONTRACTOR shall take all appropriate technical and organizational measures to ensure a level of safety appropriate to the risk, taking into account the most advanced techniques, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks, of variable probability and severity, to the rights and freedoms of individual persons.

2. Among others, the SUBCONTRACTOR shall apply the following measures as it considers appropriate:

- a) Measures for pseudonymisation and encryption of personal data;
- b) Measures to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- c) Measures to restore availability and access to personal data in a timely manner in the event of a physical or technical incident;
- d) Procedures for regularly testing, analyzing and evaluating the effectiveness of technical and organizational measures to ensure security of processing.

3. The SUBCONTRACTOR shall proceed with the evaluation of the adequate level of security and shall take into account, namely, the risks posed by the processing of data that it is performing.

4. The SUBCONTRACTOR must proceed with the implementation of all the necessary measures to prevent the destruction, loss and accidental or illicit alteration, the unauthorized disclosure or access, of personal data transmitted, maintained or exposed to any other type of treatment in the context of this contract.



**Clause 10th**

**(Compliance of collaborators or employees)**

1. The SUBCONTRACTOR is responsible for ensuring the conformity of the activity of all its collaborators or employees with the PERSONAL DATA PROTECTION REGULATION.
2. The SUBCONTRACTOR shall guarantee the implementation of the necessary security measures for their compliance and shall be obliged to enter into confidentiality agreements based on written contracts with those collaborators or employees.
3. Whenever it is necessary for the performance of personal data processing operations inherent to the Agreement the SUBCONTRACTOR give consent, under the terms of the PERSONAL DATA PROTECTION REGULATION, of all its collaborators or employees.
4. The SUBCONTRACTOR shall adopt the measures considered appropriate to ensure the accuracy of the processing of personal data by its collaborators and employees, being responsible for providing adequate training to assure the activity in accordance with PERSONAL DATA PROTECTION REGULATION.

**Clause 11<sup>th</sup>**

**(Assistance to Processing Responsible)**

1. Answering assistance to the rights of the data holders:

Considering the nature of the processing, the SUBCONTRACTOR provides assistance to the Processing Responsible through appropriate technical and organizational measures to enable the Processing Responsible to fulfil its obligation to respond to requests from data holders to exercise their personal data protection rights under the PERSONAL DATA PROTECTION REGULATION, recording and notifying the Processing Responsible, within two working days, of all requests from personal data holders, as well as complaints or any other requests related to the obligations of the parties in terms of compliance with the PERSONAL DATA PROTECTION REGULATION.

2. Assistance with notifications or communications of personal data incident violations:

Considering the nature of the processing and the information at its disposal, the SUBCONTRACTOR shall provide assistance to the Processing Responsible in order to ensure compliance with the obligations included in the PERSONAL DATA PROTECTION REGULATION with regard to notifications or communications of personal data violation.



3. Assistance to perform impact evaluations:

Considering the nature of the processing and the information at its disposal, the SUBCONTRACTOR shall assist the Processing Responsible in ensuring compliance with the obligations included in the PERSONAL DATA PROTECTION REGULATION in the context of performing impact evaluations of planned processing operations on the protection of personal data.

4. Assistance in performing previous consultations:

Considering the nature of the processing and the information at its disposal, the SUBCONTRACTOR shall assist the Processing Responsible in ensuring compliance with the obligations under the PERSONAL DATA PROTECTION REGULATION with regard to preliminary consultations to supervisory authorities.

**Clause 12th**  
**(Data preservation)**

1. The SUBCONTRACTOR must comply with the deadlines required by the PERSONAL DATA PROTECTION REGULATION for the preservation of personal data, and must follow the general or special instructions of the Processing Responsible for treatment on this matter.

2. According to the choice of the processing responsible, the SUBCONTRACTOR should delete or return to the processing responsible all personal data after the conclusion of the services related to the processing and deleting all existing copies, unless the preservation of the data was required under the law of the Union or Member States.

**Clause 13th**  
**(Duty to provide information)**

1. The SUBCONTRACTOR should provide to the Processing Responsible all the information necessary to ensure compliance with the obligations under the PERSONAL DATA PROTECTION REGULATION with regard to the protection of personal data and information safety.

2. In particular, the SUBCONTRACTOR shall immediately inform the Processing Responsible if, in its opinion, any instruction violates this Regulation or other requirements of Union or Member State law on data protection.



**Clause 14th**  
**(Audits and inspections)**

The SUBCONTRACTOR must authorize or assist all audits or inspections, led by the Processing Responsible or by another auditor designated by him, that are considered necessary within the terms of this contract, assuming responsibility for the payment of the increased costs associated with such audits or inspections whenever non-conformities are detected that are its exclusive responsibility.

**Clause 15th**  
**(Processing under the authority of the Processing Responsible)**

The SUBCONTRACTOR or any person acting under its authority who has access to personal data, shall not process such data except under instruction of the Processing Responsible, except if that is required by Union or Member State law.

**Clause 16th**  
**(Records of processing activities)**

1. The SUBCONTRACTOR and, if applicable, its representatives or subcontractors, shall keep a record of all categories of processing activities performed in the name and on behalf of the Processing Responsible.
2. In this record shall be included:
  - a) The name and contact details of the SUBCONTRACTOR or subcontractors as well as, if applicable, of the representative of the Processing Responsible or the subcontractor and the responsible for the data protection;
  - b) The categories of personal data treatment performed on behalf of each processing responsible;
  - c) If applicable, transfers of personal data to third countries or international organizations, including the identification of those third countries or international organizations, and, in the case of transfers mentioned in the second paragraph of Article 49 n°. 1 of the GDPR, documentation demonstrating the existence of appropriate guarantees;
  - d) if possible, a general description of the technical and organizational safety measures mentioned in Article 32° (n°1) of the GDPR.
3. The registration shall be made in writing, including electronic format.
4. The SUBCONTRACTOR and, if existing, its subcontractors must make the registration available to the Processing Responsible as well as to the supervisory authority in accordance with the PERSONAL DATA PROTECTION REGULATION terms.



**Clause 17th**  
**(Duty of cooperation)**

The SUBCONTRACTOR shall cooperate with the Processing Responsible whenever there is a need to proceed with replies to the requests of the supervisory authority, within the context of the performance of its duties.

**Clause 18th**  
**(Duty to notify a personal data violation)**

1. The SUBCONTRACTOR shall implement an incident management system for personal data and information safety.
2. In case of a personal data violation, the SUBCONTRACTOR shall notify the processing responsible of that fact without unjustified delay and, whenever possible, no later than 12 hours after having become aware of it, unless the personal data violation is not such as to result in a risk to the rights and freedoms of individual persons.
3. If the notification was not transmitted within 12 hours, it shall be attached with explanation for the delay.
4. The mentioned notification should, at least:
  - a) Describe the nature of the personal data violation including, if possible, the categories and approximate number of data holders affected, as well as the categories and approximate number of personal data records which are involved;
  - b) Provide the name and contact details of the data protection responsible or other contact person where more information can be acquired;
  - c) Describe the possible consequences of personal data violation;
  - d) Describe the measures adopted or proposed by the SUBCONTRACTOR to repair the personal data violation, including, if applicable, measures to minimize its possible negative effects;
5. In case of impossibility to provide all information at the same time, the information can be provided in different stages without unjustified delay.
6. The SUBCONTRACTOR should document any personal data violation, including the facts concerning it, its effects and the corrective actions adopted, by providing such documentation to the Processing Responsible.





**Clause 19th**  
**(Responsibility and compensation)**

The SUBCONTRACTOR should compensate the Processing Responsible for any damage caused as a result of personal data, by its performance or by the performance of any of its subcontractors, in cases such damages are due to the violation of the terms of this contract or due to the violation of the terms of the PERSONAL DATA PROTECTION REGULATION.

**Clause 20th**  
**(Contacts of the Data Protection Office)**

For the exercise of any kind of data protection and privacy rights or for any subject related to data protection, privacy and information safety, the Users, recipients of the service and customers or subcontractors of SIMOLDES may contact the Data Protection Office via email [protecaodedados@simoldes.com](mailto:protecaodedados@simoldes.com), describing the subject of the request and indicating an email address and a telephone contact for a reply.



## **SINGLE APPENDIX INSTRUCTIONS AND CONTRACTUAL CONDITIONS FOR PROCESSING PERSONAL DATA**

### **1. Object of Processing**

Personal data processing operations necessary for the execution of the Service Agreement between SIMOLDES and the SUBCONTRACTOR hereafter designated as the Agreement.

### **2. Duration of Processing**

These conditions, for Personal data processing operations, remain applicable during all period of time of the Agreement between SIMOLDES and the SUBCONTRACTOR.

### **3. Nature and Intent of Processing**

All Personal data processing operations performed to pursuit the Agreement.

### **4. Types of Personal Data**

All types of data that are considered personal data under the terms of the PERSONAL DATA PROTECTION REGULATION.

### **5. Categories of data Owners**

All Personal data processed to pursuit the Agreement

### **6. Processing instructions**

SIMOLDES establish the instructions to the SUBCONTRACTOR, for all Personal data processing operations performed on behalf of SIMOLDES, so that the SUBCONTRACTOR may proceed with the processing of personal data in compliance with the rules set out in Article 5 of the GDPR, in particular with regard to data minimization, accuracy, integrity and confidentiality, needed for:

(a) provide the services and/or perform the tasks covered by the Agreement and respective additions, including all services or tasks, different phases and primary or secondary purposes, whether these are specified in the main Agreement or are accessory to those.

### **7. Safety Measures**

The SUBCONTRACTOR should implement and execute all security measures that are considered appropriate to ensure the protection of personal data, committing itself in particular to:

- a) Not allow unauthorized persons access to the equipment used for treatment;
- b) Do not permit data supports to be read, copied, changed or removed without authorization.



- c) Prevent the unauthorized input of personal data and any unauthorized inspection, modification or deletion of stored personal data;
- d) Not allow unauthorized persons to use an automated processing system with data communication equipment;
- e) Ensure access by persons authorized to use an automated processing system only to the personal data covered by their access authorization;
- f) Ensure that personal data have been or may be transmitted or made available to organizations using data communication equipment;
- g) Ensure that it is possible to verify and establish subsequently which personal data have been input into automated processing systems, when and by whom;
- h) Prevent the unauthorized reading, copying or modification of personal data during transfers of personal data or deleted without authorization;
- i) Ensure that the systems used can be restored in the event of an interruption;
- j) Ensure that the functions of the system will function, that operating errors will be reported (accuracy);
- k) Ensure that the stored personal data cannot be falsified by a malfunction of the system;
- l) Ensure the encryption of all personal data that is stored or transferred in an environment without physical control or outside the physical or logical access control system;
- m) Provide the transmission of file information by SFTP, web services or encrypted e-mail with password. Furthermore these general conditions, all measures which are provided for in the contract or in other contractual instruments concluded between the parties for the purpose of processing personal data are applicable.