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PERSONAL DATA PROCESSING POLICY

This Personal Data Processing Policy (Policy) has been adopted by TERNIS d.o.o., Letališka cesta 32, 1000 Ljubljana, registration No. 6005888000 (TERNIS), and it governs the relationships in which TERNIS acts as personal data controller or processor within the meaning of the General Data Protection Regulation of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The Policy is an integral part of every contract (Contract) that TERNIS concludes with its clients or other persons and which creates a mutual controller-processor relationship between them (the parties to the Contract hereinafter collectively referred to as: the Parties). This Policy shall also appropriately apply to relationships in which TERNIS acts as processor with respect to its sub-processors.

In relationships in which TERNIS has the status of controller, it is designated as controller within the meaning of the provisions of this Policy; in relationships in which it has the status of processor, it is designated as processor. In relationships in which TERNIS acts as processor vis-à-vis its sub-processor, it is, within the meaning of the provisions of this Policy, referred to as controller, while the sub-processor is referred to as processor.

Annexes I to III apply only to relationships in which TERNIS acts as processor. In relationships in which TERNIS has the status of controller (or of processor with respect to its sub-processor), the processor (or sub-processor) must complete Annexes I to III separately, unless it is possible to determine this information on the basis of the relevant Contract.

This Policy has the character of a legal act that determines the processor's obligations to the controller, as required by Article 28, paragraph 3, of the General Data Protection Regulation.

I.

INTRODUCTION

Provision 1
Purpose and scope of application

a) The purpose of the provisions of this Policy is to ensure compliance with Article28(3) and (4) of the General Data Protection Regulation (GDPR).

b) These provisions apply to the processing of personal data, as specified in Annex I, unless a particular Contract provides for different processing.

c) Annexes I to III constitute an integral part of the Policy.

d) These provisions do not affect the obligations that apply to the controllerand the processor under the GDPR.

Provision 2
Interpretation

a) Where terms defined in the General Data Protection Regulation are used in these provisions, they have the same meaning as in the Regulation.

b) These provisions shall be interpreted and applied in accordance with the provisions of the General Data Protection Regulation.

c) These provisions shall not be interpreted in a way contrary to the rights and obligations under the GDPR or in a way interfering with the fundamental rights or freedoms of the individuals to whom the personal data relate.

Provision 3
Hierarchy

a) These provisions shall prevail in the event of a conflict between these provisions and the provisions of related agreements between the Parties that exist at the time of the conclusion of the Contract (and thereby the adoption of arrangements concerning these provisions) or are concluded thereafter.

II.

OBLIGATIONS OF THE PARTIES

Provision 4
Description of processing

a) The details of the processing procedures, in particular the types of personal data and the purposes for which personal data are processed on behalf of the controller, are specified in Annex I.

Provision 5
Obligations of the Parties

5.1. Instructions

a) The processor shall process personal data only on the controller's documented instructions, unless required to do so by EU law or the law of a Member State applicable to the processor. In the latter case, the processor shall inform the controller of that legal requirement prior to processing the data, unless that law prohibits such notification on important grounds of public interest. The controller may, during the entire period of processing of personal data, also issue further instructions, which shall also always be documented. Such instructions shall be given in writing, either by ordinary mail or by electronic mail.

b) The processor shall immediately notify the controller if, in the processor's opinion, the controller's instructions violate the GDPR or applicable EU or Member State data protection provisions.

5.2. Limitation of the purpose

a) The processor shall process personal data only for the specific purposes of processing as specified in Annex I, unless it receives further instructions from the controller.

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5.3. Duration of the processing of personal data

a) The processor may process personal data only for as long as specified in Annex I.

5.4. Security of processing

a) The processor shall implement at least the technical and organisational measures referred to in Annex II to ensure the security of personal data. This shall include the pro tection of data against security breaches resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to data (hereinafter: **personal data security breach**). When determining the adequate level of security, the parties shall duly take into account the latest technological developments, the costs of imple mentation and the nature, scope, circumstances and purposes of the processing, as well as the associated risks to the individuals to whom the personal data relate.

b) The processor shall grant members of its staff access to the personal data being processed only to the extent strictly necessary to perform, manage and monitor the Con tract. The processor shall ensure that persons authorised to process the received personal data are bound to maintain confidentiality or are required to maintain confidentiality by applicable law.

5.5. Sensitive data

a) The processor shall apply specific restrictions and/or additional protective measures if the processing involves personal data revealing a person's racial or ethnic origin, political opinion, religious or philosophical beliefs or trade union membership, genetic data or biometric data for the purpose of uniquely identifying an individual, data concerning health or a person's sexual life or sexual orientation, or data relating to criminal convictions and offenses. (**"sensitive personal data"**).

5.6. Documentation and compliance

a) The parties must be able to demonstrate compliance with these provisions.

b) The processor shall promptly and appropriately respond to inquiries from the controller regarding data processing in accordance with these provisions.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations laid down in these provisions and arising directly from the GDPR. The processor shall, at the controller's request, also allow audits of the processing activities covered by these provisions and contribute to them at reasonable intervals or in the event of indications of non-compliance. The controller may take into account the processor's relevant certificates in deciding on an inspection or audit.

d) The controller may decide to conduct an audit itself or authorise an independent auditor. Audits may also include inspections on the premises or in the physical facilities of the processor and, where necessary, shall be carried out within a reasonable notice period.

e) The parties shall provide the competent supervisory authority or authorities, upon request, with access to the information referred to in this provision, including the results of any audits.

5.7. Use of sub-processors

a) The processor shall have the controller's general authorisation to engage sub-processors. The processor shall notify the controller in writing of any intended changes to sub-processors at least 5 days in advance, thereby giving the controller adequate time to object to such changes before the relevant sub-processor is engaged. The processor shall provide the controller with the information the latter needs to exercise the right to object.

b) When the processor engages a sub-processor to carry out specific processing activities (on behalf of the controller), these provisions shall apply to such processing accordingly. The processor shall ensure that the sub-processor complies with the obligations applicable to the processor under these provisions and the GDPR.

c) The processor shall remain fully liable to the controller for the performance of the sub-processor's obligations under its contract with the processor. The processor shall inform the controller if the sub-processor no longer meets its contractual obligations.

5.8. International data transfers

a) The processor may transfer data to a third country or to an international organisation only on the basis of the controller's written instructions or in order to comply with a specific requirement under EU law or the law of a Member State applicable to the processor, and in accordance with Chapter V of the GDPR. The processor shall transfer an individual's personal data to a third country or to an international organisation only if the individual has consented to it or if it is necessary for the performance of an agreement to which the individual is a party. When transferring data to third countries or to an international organisation, the processor shall ensure an appropriate level of protection for the personal data being transferred.

b) The controller agrees that where the processor, in accordance with provision 5.7, engages a sub-processor to carry out specific processing activities (on behalf of the controller) and those processing activities involve the transfer of personal data to third countries or international organisations, the processor and the sub-processor may ensure compliance with Chapter V of the GDPR by applying the standard contractual provisions adopted by Commission Implementing Decision (EU) 2021/914 pursuant to Article 46(2) of the GDPR.

Provision 6
Assistance to the controller

a) The processor shall immediately notify the controller of any request it receives from a data subject to whom the relevant personal data relate. The processor shall not re spond to that request itself, unless authorised to do so by the controller.

b) The processor shall assists the controller in fulfilling the controller's obligations to respond to requests from data subjects whose personal data are being processed to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations under points (a) and (b), the processor shall act in line with the controller's instructions.

c) In addition to the obligation to assist the controller in accordance with provision 6(b), the processor shall assist the controller in ensuring the fulfilment of the following obligations, taking into account the nature of the data processing and the information available to it:

   A. the obligation to carry out a data protection impact assessment of the envisaged processing operations on the protection of personal data (hereinafter: **data protection impact assessment**), where it is likely that the type of processing will result in a high risk to the rights and freedoms of individuals;

   B. the obligation to consult the competent supervisory authority or authorities prior to processing, where it is evident from the data protection impact assessment that the processing would result in a high risk if the controller did not take measures to mitigate the risk;

   C. the obligation to ensure the accuracy and currency of personal data, namely by immediately notifying the controller if the processor determines that the personal data it processes are inaccurate or out of date;

   D. the obligations referred to in Article 32 of the GDPR.

d) Annex II specifies the appropriate technical and organisational measures whereby the processor assists the controller in applying this provision, as well as the subject matter and extent of the assistance required.

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Provision 7
Notification of a personal data security breach

a) In the event of a personal data security breach, the processor shall cooperate with the controller and assist it in fulfilling its obligations under Articles 33 and 34 of the GDPR, where appropriate, taking into account the nature of the processing and the information available to it.

7.1 Data protection breach in relation to data processed by the controller

a) In the event of a personal data security breach in relation to data processed by the controller, the processor shall assist the controller in:

A. notifying the competent supervisory authority or authorities of a personal data security breach without undue delay after the controller becomes aware of the breach, where appropriate (except where it is unlikely that the personal data security breach would result in a risk to the rights and freedoms of individuals);

B. obtaining the following information, which, in accordance with Article 33(3) of the GDPR, must be stated in the controller's official notification and shall include at least:

1) the type of personal data, and where possible, the categories and approximate number of data subjects concerned to whom the personal data relate, as well as the categories and approximate number of relevant personal data records;

2) the likely consequences of the personal data security breach;

3) the measures the controller takes or proposes to take to address the personal data security breach, including measures to mitigate any harmful effects of the breach, where appropriate.

C. meeting obligations in accordance with Article 34 of the GDPR, so that the data subject to whom the personal data relate can be notified without undue delay of the personal data breach where it is likely to result in a high risk to the rights and freedoms of individuals.

b) Where and to the extent that it is not possible to provide all of that information at the same time, the initial notification shall contain the information available at the time, while further information shall be provided without undue delay as soon as it becomes available.

7.2 Data protection breach concerning data processed by the processor

a) In the event of a data protection breach related to data processed by the processor, the processor shall immediately notify the controller once it becomes aware of the breach. Such notification shall include at least:

A. a description of the nature of the breach (where possible, including the categories and approximate number of data subjects concerned, and the categories and approximate number of relevant personal data records);

B. the details of the contact point where more information about the personal data security breach can be obtained;

C. the likely consequences of the breach and the measures that have been taken or proposed to be taken to address the breach, including measures to mitigate its possible harmful effects.

b) The parties shall specify in Annex II all other elements that the processor must ensure when assisting the controller in fulfilling the controller's obligations under Articles 33 and 34 of the GDPR.

c) Where and to the extent that it is not possible to provide all of that information at the same time, the initial notification shall contain the information available at the time, while further information shall be provided without undue delay as soon as it becomes available.

III.

FINAL PROVISIONS

Provision 8
Non-compliance with the provisions and termination of the contract

a) Without prejudice to any provision of the GDPR, the controller may, if the processor breaches its obligations under these provisions, instruct the processor to temporarily suspend the processing of personal data until the latter ensures compliance with these provisions, or otherwise terminate the Contract. The processor shall immediately notify the controller if for any reason it is unable to ensure compliance with these provisions.

b) The controller has the right to terminate the Contract to the extent it concerns the processing of personal data under these provisions, if:

A. the controller has temporarily suspended the processing of personal data carried out by the processor in accordance with point (a) and if compliance with these provisions is not restored within a reasonable period, and at any rate within one month of the temporary suspension;

B. the processor materially or persistently breaches these provisions or its obligations under the GDPR;

C. the processor does not comply with a binding decision of the competent court or competent supervisory authority or authorities concerning its obligations under these provisions or the GDPR.

c) The processor has the right to terminate the Contract to the extent it concerns the processing of personal data under these provisions if the controller, after the processor has notified it that the controller's instructions are in breach of applicable legal requirements pursuant to provision 5.1.b), persists in following those instructions.

d) After the Contract is terminated in accordance with the controller's decision, the processor shall delete all personal data it has processed on behalf of the controller and confirm to the controller that it has done so, or shall return all personal data to the controller and delete their existing copies, unless EU law or the law of a Member State requires the retention of personal data. The processor shall ensure compliance with these provisions until the data are deleted or returned.

In Ljubljana, on 12/05/2022

TERNIS d.o.o.
Tugomir Volčič, Director

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ANNEX I

Description of the processing

SEQUENCE NUMBER	Content and duration of the processing	Nature and purpose of the processing	Types of personal data	Category of data subjects	Obligations and rights of the controller
1.	Content: Processing of personal data necessary for the performance of services under the Contract (e.g., debt collection and claims management). — In cases where the service under the Contract is debt collection and claims management, the duration of processing is the term of the Contract, or longer if necessary to achieve the purpose. Duration: For the duration of the Contract, or longer if necessary for achieving the purpose (e.g., asserting claims that the processor has against the controller).	The nature and purpose of the processing derive from the nature of the individual Contract. — In cases where the service under the Contract is debt collection and claims management, the nature and purpose of the processing shall be: Representation of the controller in the controller's debt collection proceedings and in any other proceedings for which the controller authorises the processor, as well as legal advice related thereto, etc.	The types of personal data derive from the nature of each Contract. — In cases where the service under the Contract is debt collection and claims management, the types of personal data shall be: First and last name, address of permanent/ temporary residence (street, house number, city, postal code, municipality, country), personal identification number, tax number, telephone number, bank account number, etc.	The categories of persons to whom the data relate derive from the nature of the individual Contract. — In cases where the service under the Contract is debt collection and claims management, the categories of persons to whom the data relate shall be: Debtors of the controller, their representatives, authorised agents and trustees and any other persons whose personal data the controller collects in relation to its debtors or other persons relevant to such debt collection.	Processing of personal data in accordance with the rules laid down by the Policy, the GDPR and other applicable legislation. — The controller has, in relation to the personal data it has entrusted to the processor for processing, the rights and obligations imposed on it by the Policy, the GDPR and other applicable legislation.

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ANNEX II

Technical and organisational measures, including technical and organisational measures to ensure data security.

Controlling access to the processor's premises: Alarm system, Motion sensor, Access control via smart cards, Careful selection of cleaning staff.	**Controlling access to the data processing system:** Assignment of user permissions, Password assignment, Use of antivirus software, Assignment of user profiles for IT systems, Careful selection of cleaning staff, Use of software firewalls.
Controlling access to personal data: Developed concept of authorisations, Reducing the number of system administrators to the necessary minimum, Use of shredders or document destruction services, Secure storage of data carriers, Appropriate destruction of data carriers.	**Data transfer control:** Careful selection of transport staff and resources.
Control by the data processor: Careful selection of the processor (particularly with regard to data protection).	**Control of availability:** Fire and smoke detectors.

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ANNEX III

List of sub-processors

The processor uses the following approved sub-processors:

1.	**KONTO d.o.o.** Litostrojska cesta 52a, 1000 Ljubljana, Slovenia - EU Lidija Jernejčič
2.	**ODI o.p.d.o.o.** Davčna ulica 1, 1000 Ljubljana, Slovenia - EU Matjaž Jan
3.	**TILEN TERLEP - LAWYER** Ukmarjeva ulica 4, 1000 Ljubljana, Slovenia - EU Tilen Terlep