

INSTRUCTIONS FOR PROCESSING ES'S PERSONAL DATA

1.Processing: The Supplier, as data processor, agrees to: (i) promptly comply with ES 's instructions as described in this Schedule 1 and where applicable with EUROVISION requirements, including in particular requests to amend, delete or transfer personal data; (ii) abide by Applicable Data Protection Legislation; (iii) fully cooperate with EUROVISION to ensure EUROVISION's compliance with its obligations under the Applicable Data Protection Legislation notably upon request by EUROVISION, assist EUROVISION with the performance of any data protection impact assessment; (iv) fully cooperate and assist EUROVISION to give effect to the rights of Data Subjects.

2.Transfer: The Supplier shall not transfer Personal Data outside the European Economic Area without the prior written consent of EUROVISION. If a transfer of Personal Data from EUROVISION to the Supplier constitutes a transfer of Personal Data outside the European Economic Area, the parties agree to be bound, and such transfer shall be governed by the applicable EU standard contractual clauses. References therein to the personal data exporter shall be construed as references to EUROVISION and references to the personal data importer shall be construed as references to the Supplier. The Supplier shall process the personal data only on documented instructions from EUROVISION, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which the Supplier is subject; in such case, the Supplier shall inform EUROVISION of that legal requirement before processing, unless that applicable law prohibits such information on important grounds of public interest.

3.Complaint: If the Supplier receives any complaint, request, notice or communication which relates directly or indirectly to the personal data or to either Party's compliance with the Applicable Data Protection Legislation and the data protection principles set out therein, the Supplier shall immediately but no later than 24 (twenty-four) hours from the receipt notify EUROVISION with full information, co-operation and assistance in relation to any such complaint, request, notice or communication.

4.Technical and organisational security measures: The Supplier undertakes to keep Personal Data secure and will implement the appropriate technical and organisational security measures as notably set out in this Clause 4 to effectively implement the principles of data protection by design and by default, and to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such personal data. In particular, the Supplier shall ensure that all EUROVISION sensitive data (e.g. personal data, confidential data) are encrypted when stored on his or third-parties infrastructure (e.g. computer, external drive, Cloud), or when transferred (e.g. VPN, HTTPS).

In case access to EUROVISION infrastructure has been granted, the Supplier shall securely manage the credentials and shall ensure that the devices (e.g. computer, smartphone) have:

- anti-malware protection enabled and up to date
- physical and logical access (e.g. password, account lockout)
- security patches are applied in a timely manner

Such technical and organisational security measures should where appropriate: (i) to the greatest extent possible involve pseudonymisation and encryption; (ii) ensure the ongoing confidentiality, integrity, availability and resilience of systems and services; (iii) be able to restore the availability and access to such Personal Data in a timely manner in the event of a physical and technical incident; (iv) include regular testing, assessing and evaluating of effectiveness of technical and organisational measures to ensure security. The Supplier shall without undue delay after having become aware of it inform EUROVISION of any unauthorised or unlawful processing, security breach or if any loss and/or destruction of such Personal Data and/or any damage, corruption thereto involving EUROVISION's Personal Data or Data of any Data Subjects; and collaborate with EUROVISION in case of Personal Data Breach. No sub-contractor shall process the Personal Data.

5.Inspections and audit: EUROVISION and/or its designee shall be entitled to inspect the Supplier's premises, facilities, equipment, records, documents and electronic data relating to the processing of Personal Data, and to audit the processes, for the purpose of ensuring compliance with the Applicable Data Protection Legislation. Notwithstanding any provisions to the contrary in this Agreement, the Supplier shall indemnify EUROVISION against all liability, loss, damage and expense of whatsoever nature incurred or suffered by EUROVISION or any third party as a result of any breach of the Applicable Data Protection Legislation. These provisions shall survive termination or expiry of this Agreement.