

CO-OWNERSHIP AGREEMENT

BETWEEN

1. **Arithmos S.r.l.** ('Arithmos'), with registered office in Verona, Via Germania No. 2, VAT No. IT03568990232 in the person of Dr. Paolo Morelli;
2. **ArithmosTech Ltd.** ("Arithmostech"), located at Booths Hall, Suite M3, Chelford Road, Knutsford, WA16 8GS, United Kingdom, company number 10531565, in the person of Dr Paolo Morelli;

hereinafter also referred to individually as 'the Party' or jointly as 'the Parties'.

Whereas

- (a) Arithmos and ArithmosTech are two companies of PM Holding Group, operating in the fields of clinical research and pharmacovigilance, as well as *regulatory affairs* and *quality assurance*.
- (b) Arithmos and ArithmosTech make use in (or for) the management of customer relations of the software named Zoho, a programme where personal data of those who have given their consent to *marketing* purposes (e.g. sending advertising material, commercial communications, etc.) are recorded and stored.
- (c) The data collected in Zoho are used by both Arithmos and Arithmostech, according to their respective *target* customers.
- (d) Pursuant to Article 26(1) of the Data Protection Regulation (EU) 2016/679 - GDPR hereafter), "*Where two or more controllers jointly determine the purposes and means of the processing, they shall be joint controllers. They shall determine in a transparent manner, by means of an **internal agreement**, their respective responsibilities for compliance with their obligations under this Regulation, in particular with regard to the exercise of the rights of the data subject, and their respective duties to communicate the information referred to in Articles 13 and 14, unless and to the extent that their respective responsibilities are determined by Union or Member State law to which the controllers are subject. Such an agreement may designate a contact point for data subjects*".
- (e) The purposes and means concerning the processing of personal data collected by the Parties and registered in Zoho are adopted by Arithmos and ArithmosTech jointly, thus constituting co-ownership of the processing pursuant to Article 26 of EU Regulation 2016/679. With this agreement the Parties intend to regulate their respective roles, responsibilities and relations with data subjects.

**The Parties agree and stipulate
as follow.**

1. Object

The subject of this agreement is the establishment of a co-ownership relationship between the Parties for the processing of personal data collected for *customer relationship management* purposes and recorded in the Zoho *software*, referred to above.

2. Activities and treatments performed

The Parties carry out the following activities and treatments:

1. **acquisition of** data through the contact *form* on <https://arithmostech.com/> or through registration forms for events (*webinars* or in-person) organised by the Parties;
2. data **recording** in Zoho;
3. **profiling**;
4. **use of** data for the activities of direct sales, sending of advertising material, market research, commercial communication ;
5. digital **storage** of data .

3. Processed data

The Parties intend to treat the data acquired and registered in Zoho on a co-ownership basis.

The purpose of this co-ownership is the processing of all data acquired or to be acquired in the future in connection with the performance of the activities described above. In particular, the data processed are as follows:

1. user name and surname
2. Reference company
3. email address
4. telephone number
5. job title

4. Purpose

The Parties, in relation to the specific activity performed, declare that they share the purpose of the data processing, which is to manage existing and potential customers, especially for marketing activities, in the interest of both companies, including: direct sales, sending of advertising material, market research or commercial communications.

5. Means

The Parties declare that they share and agree on the means of treatment.

In particular:

- the database of data subjects (stored in Zoho);

- the data retention policy;
- the style and method of communication of Art. 13 GDPR disclosures;
- the procedure for collecting and managing consents;
- the Data Breach procedure;
- the procedure for exercising the rights of the data subject;
- data transfer abroad;
- the criteria for choosing and the constraints on external data controllers;
- physical, organisational and technical security measures.

6. Responsibility for compliance with the provisions of the GDPR

The Co-owners are jointly and severally obliged to set up and keep up to date all the required Personal Data Protection measures. In particular:

- a) maintaining the Zoho *software*, adopting the necessary technical and organisational security measures for the protection of personal data as provided for in Article 32 GDPR, directly or with the support of external companies;
- b) the Parties must adopt appropriate security measures as provided for in Article 32 GDPR, after assessing the risk, of varying likelihood and severity, to the rights and freedoms of persons; in particular, each Party is responsible for the protection of the data extracted from the portal and recorded on other media, whether paper or electronic, by adopting the security measures provided for in Article 32 GDPR;
- c) retain the data recorded on the portal in accordance with the policy shared between the Parties; in particular, each Party is responsible for retaining the data extracted from the portal and recorded on another medium, paper or electronic, in accordance with the policy shared between them;
- d) each Party is responsible for providing the users whose data it will collect to be registered in Zoho with the information pursuant to Article 13 GDPR, prepared in accordance with the policy shared between the Parties;
- e) each Party is responsible for obtaining the consent of data subjects, when necessary for the pursuit of the purposes outlined in this agreement, in accordance with the policy shared between the Parties;
- f) each Party undertakes to comply with the *data breach* policy shared between the Parties and is directly responsible for any notifications to the Garante and notices to data subjects where a *data breach* occurs within the scope of its own processing operations;
- g) each Party shall be responsible, to the extent of its competence, to meet the requests of the data subjects concerning the exercise of the rights

provided in their favour by the applicable data processing regulations, as indicated in the information notices signed by them;

- h) each Party will actively cooperate with the other in responding to requests from data subjects to exercise their rights under applicable data processing laws.

7. Exercising rights under the GDPR

Regarding the exercise of rights by the data subject, irrespective of the provisions of this Agreement, the data subject may exercise his or her rights under the GDPR against each data controller. In order to facilitate requests from data subjects, the parties agree that the contact point to which data subjects may refer to in order to exercise their rights or to obtain information regarding the same and/or the Information Notice is: privacy@arithmostech.com

The notices to data subjects must contain the contact point for exercising their rights under the GDPR.

8. Responsibility to stakeholders

The Parties are directly responsible to the data subjects for the compliance of the processing within their competence with the specified purposes and for the compliance of the means of processing with the GDPR.

In relation to the data subjects, the joint controllers shall be jointly and severally liable for damages arising from the processing, without prejudice, in internal relations, to the liability of each controller for the activities directly attributable to it under this agreement.

9. External managers

Each party is authorised to appoint external data processors, informing the co-owner thereof.

In the event that, in the processing of personal data for the purposes set out in this agreement, the Joint Data Controllers decide to use external data controllers, the parties themselves must first verify whether such controller has sufficient guarantees to put in place adequate technical and organisational measures so that the processing meets the requirements of the GDPR and guarantees the protection of the rights of the data subject.

The designation of the external controller must take place through the conclusion of a contract or through another legal act binding the controller to the data controller and regulating the subject matter, duration and purpose of the processing, the type of personal data and the categories of data subjects, the obligations and rights of the data controller and any other aspect specified in Article 28 GDPR.

10. Data transfer abroad

ArithmosTech is a company based outside the European Union.

The transfer of the data is lawful because, in a decision *pursuant to* Article 45(3) GDPR, the Commission found the level of protection of personal data guaranteed by the United Kingdom to be adequate.

In the event that, when processing personal data for the purposes set out in this agreement, the Joint Data Controllers intend to transfer data to other third countries, the transfer will only be possible in the cases covered and in compliance with the provisions of Article 44 et seq. of the GDPR.

11. Consequences of co-ownership upon termination of this agreement

Upon termination of the effectiveness of this Agreement, regardless of the cause, each Party shall remain an autonomous Controller of the processing of personal data.

The Parties will agree on the technical, organisational and procedural arrangements necessary for the delivery and disposal of the personal data being processed.

The Parties shall, at the end of the processing operations, provide for the complete deletion or unintelligibility of personal data, except in cases where their retention is required by law or for other purposes.

12. Transparency

In compliance with Article 26 of the GDPR, the essential content of this co-ownership agreement is made available upon request of the Data Subject and published on the website <https://arithmostech.com/>.

13. Referral

For all other aspects not explicitly dealt with in this Agreement, the Parties expressly refer to the text of the GDPR and any subsequent amendments.

Arithmos Sr.I.

Paolo Morelli

ArithmosTech Ltd.

Paolo Morelli