

**JOINT CONTROLLING AGREEMENT  
BETWEEN**

- 1. Arithmos S.r.l. (hereinafter referred to as "ARITHMOS")**, with registered office in Italy, Via Germania 2, 37136 Verona VAT No. IT03568990232, represented by Paolo Morelli;
  - 2. ArithmosTech Ltd. (hereinafter referred to as "ARITHMOSTECH")**, its place of business at Booths Hall, Suite M3, Chelford Road, Knutsford, WA16 8GS, United Kingdom, represented by Giorgio Jones;
- hereinafter also referred to as 'the Party' or 'the Parties'.

**Whereas**

- (a) Arithmos and ArithmosTech are both companies of the PM Holding Group, operating in the fields of clinical research and pharmacovigilance, regulatory affairs and quality assurance.
- (b) Arithmos and ArithmosTech cooperate with each other by exchanging services, in particular they intend to collaborate for the recruitment activities.
- (c) In this activity, Arithmos uses the Zoho software, a programme in which the CVs of job applicants are recorded and stored. Storing CVs in Zoho allows to identify the most suitable candidate profiles according to the company's recruitment needs.
- (d) Access to and use of Zoho is, at the moment, reserved for Arithmos, who is the only entity provided with credentials to access the tool.
- (e) The Parties intend to share the candidates' personal data, which will then be recorded and stored in Zoho, in order to facilitate the recruitment activities and the subsequent establishment of employment relationships, which will be carried out in the interest of both companies.
- (f) 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 processing, they shall be joint controllers. They shall in a transparent manner determine their respective responsibilities for compliance with the obligations under this Regulation, in particular as regards the exercising of the rights of the data subject and their respective duties to provide the information referred to in Articles 13 and 14, by means of an arrangement between them unless, and in so far as, the respective responsibilities of the controllers are determined by Union or Member State law to which the controllers are subject. The arrangement may designate a contact point for data subjects"*.
- (g) The purposes and means concerning the processing of personal data collected by the Parties through the CVs stored in Zoho are adopted by Arithmos and ArithmosTech jointly, thus constituting a joint controlling of the processing within the meaning of Article 26 of EU

Regulation 2016/679. With this agreement the parties intend to regulate their respective roles, responsibilities and relations with the data subjects.

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**Accordingly, the parties agree and stipulate  
the following.**

**1. Object**

The subject of this agreement is the establishment of a joint-controlling relationship between the Parties for the processing of personal data collected through candidates' CVs and stored in the Zoho *software*, referred to above.

**2. Activities and data processing**

The parties perform the following activities and processing:

ARITHMOS	<ol style="list-style-type: none"> <li>1. acquisition of CVs containing candidates' personal data;</li> <li>2. CV registration in Zoho and profiling;</li> <li>3. use of candidates' personal data for recruitment purposes, also on behalf of ArithmosTech (through traditional systems or by sending <i>e-mail</i> communications relating to recruitment, etc.);</li> <li>4. communication of the data contained in the CVs to ArithmosTech by <i>e-mail</i> or other electronic communication systems;</li> <li>5. storage of CVs in paper format in a special archive.</li> </ol>
ARITHMOSTECH	<ol style="list-style-type: none"> <li>1. acquisition of CVs containing candidates' personal data;</li> <li>2. submission to Arithmos by <i>e-mail</i> of the CVs;</li> <li>3. CV registration in Zoho and profiling;</li> <li>4. use of candidates' personal data for recruitment a purposes, also in the interest of Arithmos (through traditional systems or by sending e-mail communications relating to personnel recruitment, etc.);</li> <li>5. storage of CVs in paper format in a special archive.</li> </ol>

**3. Processed personal data**

The parties intend to process the personal data acquired and stored in Zoho on a joint-controlling basis.

The purpose of joint-controlling 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:

<p>registration/profiling</p>	<p>First and last name Place and date of birth Tax code VAT No. Education level Job position Job experience Residence / domicile Telephone number E-mail address</p>
<p>recruitment</p>	<p>First and last name Place and date of birth Tax code VAT No. Education level Job position Job experience Residence / domicile Telephone number E-mail address</p>

#### 4. Purpose

The parties, in relation to the specific activity carried out, declare that they share the purpose of the data processing, which is the recruitment activities for an eventual establishment of an employment or collaboration relationship, in the interest of both companies.

#### 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 communication methods of Art. 13 GDPR disclosures;
- the collecting and managing consents procedures;
- the Data Breach procedure;
- the rights of the data subject procedure;
- the data transfer outside EEA;
- the criteria for the selection and obligations of external data controllers;
- physical, organisational and technical security measures.

#### 6. Responsibility for compliance with the provisions of the GDPR

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

- a) Arithmos must maintain the Zoho *software*, taking the necessary technical and organisational security measures for the protection of personal data as set out in Article 32 GDPR, either directly or with the support of external providers;
- 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 candidates, whose data will be collected, with the Art. 13 GDPR notice, prepared according to 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, according to 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 communications 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 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 by data subjects, the parties agree that the contact points to which data subjects may apply to exercise their rights or to obtain information regarding the same and/or the Policy are:

For Arithmos: Arithmos S.r.l. – Via Germania n. 2, 37136 – Verona, Italy

For ArithmosTech: ArithmosTech Ltd. – Booths Hall, Suite M3, Chelford Road, Knutsford, WA16 8GS, United Kingdom

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

## **8. Liability to data subjects**

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

In relation to the data subjects, the joint controllers shall be jointly and severally liable for any damage resulting 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 data processor**

Each party is authorised to appoint external data processors, informing the joint-controller 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 outside EEA**

ArithmosTech is a company based outside the European Union.

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

In the event that the Joint-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 joint-controlling 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 the provisions of Article 26 of the GDPR, the essential content of this joint-controlling agreement is made available upon request of the Data Subject and published on the websites of each Party.

## **13. Referral**

For all other aspects not provided herein, the Parties expressly refer to the GDPR and any subsequent amendments.

**Arithmos Sr.l.**

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Paolo Morelli

**ArithmosTech Ltd.**

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Paolo Morelli