

# **BINDING CORPORATE RULES**

**of**

**PIANO GROUP**



acting as a processor (BCR-P)  
pursuant to the Article 47 GDPR

**XX** 2021

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Terms beginning with capital letters and definitions used in these BCRs have meaning prescribed to them in Annex A (Definitions) hereto.

**WHEREAS:**

- (A) Piano Group wishes to comply with the GDPR;
- (B) Piano Group decided to adopt these BCR primarily in order to ensure compliance with GDPR in situations where Piano Group acts as a processor that transfers personal data between the EEA and third countries;
- (C) As regards personal data processed by Piano on behalf of its clients, Piano acts as a processor who subsequently uses other Piano Group entities as sub-processors;
- (D) The main establishment of Piano Group in the EU as regards processing personal data is historically located in Slovakia making the Slovak SA the lead SA of Piano Group entitled to approve these BCRs;
- (E) The list of BCR Members (Annex B hereto) may change from time to time, without the need of updating these BCRs as stems further from below;
- (F) These BCRs also contain the Group Data Processing Agreement which is part of membership in these BCRs (Annex C hereto);

**THEREFORE, PIANO GROUP ADOPTS THESE BCR IN THE FOLLOWING WORDING:**

## 1 SUBJECT MATTER

- 1.1 **Material scope.** These BCRs apply when Piano Group acts as a data processor or sub-processor according to the instructions of non–Piano Group Controllers established in the EEA, as is described in more detail in Section 5 below (the „**Cross-Border Processing**“).
- 1.2 **Geographical scope.** These BCRs apply to Cross-Border Processing from the EEA to the US or other third countries where BCR Members are established as per Annex B hereto as well as to: (i) any subsequent processing of personal data by BCR Members in such third countries; and; (ii) any subsequent onward transfers to or sub-processing of non–Piano Group (external) entities.
- 1.3 These BCRs do not apply to all processing of personal data within Piano Group irrespective of the origin of the personal data, but only apply to processor activities as per Section 1.1 and Section 1.2 above.
- 1.4 If the Applicable Data Protection Law requires higher level of protection of personal data than the GDPR or these BCRs, it will take precedence over these BCR. If the Applicable Data Protection law requires lower level of protection of personal data than these BCRs, Piano Group will apply these BCRs.

## 2 BCR MEMBERSHIP AND LIABILITY

- 2.1 Any Piano Group entity becomes the BCR Member by signing the declaration in Annex B hereto.
- 2.2 First BCR Members are listed in Annex B hereto. List of BCR Members may change from time to time without the need to re-apply for approval of these BCRs provided that Section 2.3 below is complied with. Piano Group entity may withdraw the membership in BCRs only with the prior written consent of the CEO, after consulting the DPO.
- 2.3 List of all BCR Members is internally kept, maintained and updated by the DPO. Consolidated list of all BCR Members must be published and regularly updated at the BCR Homepage. By the end of each January, the DPO shall communicate the consolidated list of all BCR Members effective as of December 31<sup>st</sup> of the previous year to the Slovak SA by email ([statny.dozor@pdp.sk](mailto:statny.dozor@pdp.sk)) or by post and shall keep evidence of such notification in DPO File (as defined below).
- 2.4 By signing the declaration in Annex B hereto, each BCR Member agrees to co-operate with, to accept to be audited by the competent SAs and to comply with the advice of these competent SAs on any issue related to these BCRs.
- 2.5 Each BCR Member is liable for any damage it causes by breaching these BCRs.
- 2.6 Notwithstanding the above Section 2.5 and since the main headquarters of Piano Group is not located in the EU, Piano Slovakia is appointed as the BCR Member with delegated responsibilities pursuant Article 47 (2) (f) of the GDPR meaning Piano Slovakia accepts:
  - (a) the liability for any breaches of these BCRs by any BCR Member or external sub-processor not established in the EU including the liability to pay compensation for any material or non-material damages resulting from the violation of the BCRs by such BCR Members or external sub-processor while Piano Slovakia shall be exempt from that liability, in whole or in part, only if it proves that that BCR Member is not responsible for the event giving rise to the damage;

- (b) that in case BCR Member not established in the EU violates these BCRs, the courts or other competent SA in the EU will have jurisdiction over the dispute and the data subject will have the rights and remedies against Piano Slovakia as if the violation had been caused by Piano Slovakia instead of the BCR Member outside the EU;
  - (c) that the burden of proof to demonstrate that the BCR Member or external sub-processor outside the EU is not liable for any violation of BCRs which has resulted in the data subject claiming damages will lie on Piano Slovakia, not on the data subject or the Client (Controller);
  - (d) where the Client (Controller) can demonstrate it suffered damage and establish facts which show it is likely that the damage has occurred because of the breach of BCRs, it will be for Piano Slovakia to prove that the BCR member outside of the EU or the external sub-processor was not responsible for the breach of the BCRs giving rise to those damages or that no such breach took place; and
  - (e) to take the necessary action to remedy the acts of other BCR Members outside of the EU
- 2.7 By becoming BCR Member each BCR Member concludes the Group Data Processing Agreement (see [Annex C](#)).
- 2.8 Breach of these BCRs by Piano Group personnel may be assessed as: (i) violation of the working discipline; (ii) violation of a contractual obligation to respect and comply with these BCRs; (iii) violation of a statutory obligation to respect and comply with internal policies, codes or procedures. Such breach may lead to: (i) termination of the employment or other contract; (ii) incurring damages by Piano Group or third parties; and subsequently (iii) claiming incurred damages by Piano from such personnel of Piano Group.

### **3 BINDING NATURE OF BCRS**

- 3.1 By signing the declaration in [Annex B](#), these BCRs become binding to such BCR Member and such BCR Member may rely on these BCRs as the appropriate safeguards for the Cross-Border Processing.
- 3.2 These BCRs are legally binding to all BCR Members both internally and externally. Each BCR Member including their employees, directors and staff must respect and comply with these BCRs. These BCR are legally binding to BCR Members and its personnel, staff and directors<sup>1</sup> on the basis that these BCRs:
- (a) represent legally binding instruction of Piano Software, Inc. (Philadelphia, US) to other BCR Members pursuant to the Article 28 and 29 of the GDPR on as to how personal data are handled within Piano Group;
  - (b) represent legally binding internal data protection policy of Piano Group pursuant to the Article 32 (4) of the GDPR;
  - (c) are contractually accepted by BCR Members by signing the declaration in [Annex B](#) hereto.
- 3.3 These BCRs as well as the most up to date list of BCR Members shall always be published at the BCR Homepage. These BCRs must be always easily accessible to personnel, staff and directors of BCR Members to whom BCRs are addressed to. If required under local law (e.g. employment law), BCR Members shall undertake any and all additional steps for these BCRs to be legally binding and enforceable against its personnel, staff and directors. If any part or

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<sup>1</sup> Irrespective of whether their cooperation is of business, civil, volunteer or employment nature.

provision of these BCRs turns out to be non-binding or non-enforceable against any personnel, staff or director or the BCR Member itself, the affected BCR Member must immediately report this to CEO and DPO.

- 3.4 Every BCR Member shall be responsible to demonstrate compliance with these BCRs upon request of the CEO, DPO or the competent SA.
- 3.5 These BCRs shall be made binding towards Clients acting as Controllers through a specific reference to it in the Agreement or DPA. Clients have the right to enforce these BCR against any BCR Member for breaches they caused, and, moreover, against the BCR Member referred under section 2.6 above in case of a breach of the BCRs or of the Agreement / DPA by BCR Members established outside of EU or of a breach of the written agreement by any external sub-processor established outside of the EU.

#### **4 THIRD-PARTY BENEFICIARY CLAUSE**

- 4.1 Piano Group explicitly warrants and agrees that data subjects who are subject to the Cross-Border Processing whatever their nationality or residence can, as a third-party beneficiary, enforce below listed provisions of these BCRs and any data subject rights stemming from the GDPR or the Applicable Data Protection Law against any BCR Member including: right to access (Article 15 GDPR); right to rectification (Article 16 GDPR); right to erasure (Article 17 GDPR); right to restriction (Article 18 GDPR); right to be notified about rectification or erasure of personal data or restriction of processing (Article 19 GDPR); right to data portability (Article 20 GDPR); right to object (Article 21 GDPR); right not to be subject to the automated decision making including profiling (Article 22 GDPR).
- 4.2 This third-party beneficiary clause applies specifically to the following provisions of these BCRs: 2.4, 2.5, 2.6, 2.7, 3, 4, 5.9 and 7. In addition, data subjects have right to:
- (a) lodge a complaint against any BCR Member pursuant to Section 6 below;
  - (b) lodge a complaint against any BCR Member before the competent SA pursuant to the Article 77 of the GDPR;
  - (c) effective judicial remedy before the competent EU court pursuant to the Article 79 of the GDPR;
  - (d) judicial remedies and the right to obtain redress and, where appropriate, compensation in case of any breach of one of the enforceable elements of the BCRs;
  - (e) rely on these BCRs even if the local law prevents them do so or invalidates these BCRs;
  - (f) enforce any obligation specifically addressed to processor where BCR Member acts as a processor.<sup>2</sup>
- 4.3 Every data subject that is subject to the Cross-Border Processing has right to lodge complaint against any BCR Member with competent SA, in particular in the EU Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject

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<sup>2</sup> For instance: (i) duty to respect the instructions from the controller (Art. 28(3)(a and g), 29 GDPR); (ii) duty to implement appropriate technical and organizational security measures (Art. 28(3)(c) and 32 GDPR) and duty to notify any personal data breach to the controller (Art. 33(2) GDPR); (iii) duty to respect the conditions when engaging a sub-processor either within or outside Piano Group (Art. 28(2), 28(3)(d), 28(4), 45, 46, 47 GDPR); (iv) duty to cooperate with and assist the controller in complying and demonstrating compliance with the law such as for answering requests from data subjects in relation to their rights (Art. 28.3.e, 28.3.f, 28.3.h); (v) duty to cooperate with the supervisory authority (Art. 31, 47(2)(l) of GDPR); (vi) liability, compensation and jurisdiction provisions (Art. 47(2)(e), 79, 82 GDPR).

considers that the processing of personal data relating to him or her infringes these BCRs or the Applicable Data Protection Laws.<sup>3</sup>

- 4.4 Every data subject that is subject to the Cross-Border Processing has right to enforce these BCRs against any BCR Member before the courts of the EU Member State where such BCR Member is established. Alternatively, such proceedings may be brought before the courts of the EU Member State where the data subject has his or her habitual residence.<sup>4</sup>
- 4.5 In relation to the Cross-Border Processing, Piano Group warrants that all concerned data subjects have right to enforce these BCRs as third-party beneficiaries in case the data subject is not able to bring a claim against the Controller; because the Controller has factually disappeared or ceased to exist in law or has become insolvent, unless any successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
- 4.6 Every data subject that is subject to the Cross-Border Processing must have an easy access to these BCRs. In addition to publishing BCRs on the BCR Homepage, Piano Group provide the latest version of BCRs to data subject concerned upon their request.
- 4.7 Any request made directly against BCR Member under this Section 4 or any motion to enforce third-party beneficiary clause can be made via the complaint mechanism under Section 6 below.
- 4.8 To ensure the binding nature of this Section 4 towards 3<sup>rd</sup> party beneficiaries, all BCR Members explicitly confirm that by accession to these BCRs and by concluding the Group Data Processing Agreement, the possibility of 3<sup>rd</sup> parties to bindingly enforce 3<sup>rd</sup> party beneficiary clauses herein stems both from: (i) universal declarations provided by all BCR Members in this Section 4 as well as for; (ii) contractual arrangement included in the Group Data Processing Agreement.

## 5 CROSS-BORDER PROCESSING

- 5.1 **Transfers or set of transfers.** Clients conclude DPAs and master services Agreements with Piano Software, Inc. (Philadelphia, US) or other Piano Group entity with consent of Piano Software, Inc. If GDPR applies to Clients, DPAs entail cross-border transfer of personal data from the EU to the US. In accordance with DPAs, Piano Software, Inc. or other Piano Group entity with its consent subsequently appoints and uses number of sub-processors to provide the Services and to process personal data, including other BCR Members located in the EU and in third countries.
- 5.2 **Categories of personal data.** Categories include any personal data that Piano is entitled or required to process based on DPAs or instruction of its Clients such as name, email address,

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<sup>3</sup> For more details, see Article 77 GDPR: ***“Right to lodge a complaint with a supervisory authority.*** (1) *Without prejudice to any other administrative or judicial remedy, every data subject shall have the right to lodge a complaint with a supervisory authority, in particular in the Member State of his or her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes this Regulation.* (2) *The supervisory authority with which the complaint has been lodged shall inform the complainant on the progress and the outcome of the complaint including the possibility of a judicial remedy pursuant to Article 78.”*

<sup>4</sup> For more details, see Article 78 GDPR: ***“Right to an effective judicial remedy against a controller or processor.*** (1) *Without prejudice to any available administrative or non-judicial remedy, including the right to lodge a complaint with a supervisory authority pursuant to Article 77, each data subject shall have the right to an effective judicial remedy where he or she considers that his or her rights under this Regulation have been infringed as a result of the processing of his or her personal data in non-compliance with this Regulation.* (2) *Proceedings against a controller or a processor shall be brought before the courts of the Member State where the controller or processor has an establishment. Alternatively, such proceedings may be brought before the courts of the Member State where the data subject has his or her habitual residence, unless the controller or processor is a public authority of a Member State acting in the exercise of its public powers.”*

phone number, financial data, the specific content accessed, time and duration of the visit, offer conversion and/or interaction data, referring site, or other information or other information relating to such natural person collected through the services whether collected via cookies or other tracking technologies, the Services' functionality, or otherwise.

- 5.3 **Type of processing**. Processing is conducted solely by automated / electronic means by virtue of Piano services and Software provided to Clients.
- 5.4 **Purposes of processing**. Purposes of processing are determined individually by each Client in the relevant DPA generally covering the following or equivalent purposes:
- a. web audience measuring (Analytics) purposes, i.e. the core processing activities undertaken for Client (i.e. Services) such as analysis of subscription performance, user trends, preferences, and segmentation and other processing which typically occurs in the course of using the Software by the Client;
  - b. billing and accounting purposes, i.e. service of processing payments and financial information in accordance with the applicable billing, accounting and tax laws;
  - c. other purpose of processing foreseen by the functionality of the Software.
- 5.5 **Type of data subjects affected**. Any type of data subject pursuant to the DPA or instruction of Clients, mainly online users or visitors of websites, applications or online services of Clients towards which Piano's Services are directed.
- 5.6 **Third countries**. Piano Group processes personal data within the EU, US and other third countries where BCR Members are currently located, as stems from Annex B hereto.
- 5.7 **DPAs**. Piano Group uses a template DPA that forms an annex to the Agreement concluded with Clients. Such template DPA is regularly updated and reviewed by the DPO. If the Client requires to conclude its own DPA, the DPO shall review whether its contents do not conflict with these BCRs.
- 5.8 **Group Data Processing Agreement**. Piano Software, Inc. concludes the Group Data Processing Agreement with all other BCR Members acting as its sub-processors to process personal data on the respective Client's behalf in line with Art. 28 (4) of the GDPR.
- 5.9 **Instructions**. All BCR Members warrant and agree to respect instructions issued by the Controller over personal data processed on behalf of such Controller. If it is believed such instruction infringes the GDPR or other Applicable Data Protection Laws, it shall be immediately reported to the data Controller.

## 6 COMPLAINT MECHANISM

- 6.1 Data subjects which are subject to the Cross-Border Processing have right to lodge a complaint against any BCR Member in matters related to the Cross-Border Processing, violation of these BCRs, enforcing their rights or relying on third-party beneficiary clauses as per Section 4 above.
- 6.2 Complaint can be made using the Complaint Form as prescribed by in Annex D. The Complaint Form should be always available in an online form at the BCR Homepage. Data subjects are however free to draft any complaint themselves without using the Complaint Form as a basis. Any complaint should be addressed to:
- (i) [privacy@piano.io](mailto:privacy@piano.io) when made electronically by email; or
  - (ii) Piano Group DPO, Piano Software, s.r.o., Štefánikova 14, Bratislava 811 05, Slovakia when made in writing by post.



- 6.3 Should any compliant be received by any BCR Member, such BCR Member is obliged to forward such compliant to the DPO without undue delay.
- 6.4 All complaints must be dealt with by Piano without undue delay, at the latest within 1-month from the receipt of the complaint. Taking into account the complexity and number of the requests, that 1-month period may be extended at maximum by further 2 months, in which case the data subject should be informed accordingly within the original 1-month period from the receipt of the complaint.
- 6.5 DPO is responsible for handling complaints in accordance with the Group Policy. DPO is entitled to delegate responding, preparing a draft answer to the complaint or gathering necessary information to another department or person within Piano Group.
- 6.6 DPO is responsible for keeping a record of complaints received under these BCRs in electronic form. The record contains the following information: name, surname and address of a complainant, date of the receipt of a complaint, concise summary of the complaint, response to a complaint and the date of the dispatch of the response to a complaint.
- 6.7 Response to the complaint must take into the account specifics of the given situation and data subject. Unless these specifics require otherwise, in general, the response to the complaint is either: (i) rejection of the complaint; or (ii) considering the complaint justified.

## **7 DATA PROTECTION SAFEGUARDS**

- 7.1 **Training program**. Employees, directors and staff of Piano Group who have permanent or regular access to personal data or are involved in the collection of data or in the development of tools used to process personal data shall be regularly attend appropriate training on these BCRs, data protection and security. DPO shall develop and oversee a suitable training program at Piano Group. The training program shall consist at least of one monthly awareness training and one annual assessment
- 7.2 **Audit program**. Piano Group shall conduct regular data protection audits to ensure verification of compliance with these BCRs, including audit of all relevant IT systems, databases, security policies and, if applicable, the physical record systems of Piano Group. Such audits may cover wider overall data protection compliance of Piano Group where verification of compliance with these BCRs is only part of the audit, or such audits can be focused solely on these BCRs. In addition to regular audits, Piano Group shall also conduct ad hoc data protection audits in case of need to address any operational compliance concerns including personal data breach. The regular audits shall be:
- (a) conducted on annual basis;
  - (b) conducted by either internal or external data protection auditors;
  - (c) covering all aspects of these BCRs including methods of ensuring that corrective actions will take place.
- 7.3 Results of such audits shall be formulated in an audit report with key findings and recommendations. Audit report shall be communicated to the CEO, DPO and the management of Piano Group. Summary of the audit report shall be made available to any Client, upon its request.
- 7.4 All audit reports are archived and stored by the DPO in the DPO File for a period of at least 3 years.
- 7.5 Competent SA can have access to such audit reports covering these BCRs upon request.

7.6 Piano Group hereby agrees and warrants that the competent SAs and any Client is authorized to conduct audit or inspection of any BCR Member, if required. Clients are specifically authorized to conduct such audits under Article 28 (3) (h) of the GDPR and can request any BCR members to provide assistance in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to them. Specific provisions regarding audits are usually agreed in the DPA. Each BCR Member is obliged to cooperate with the competent SAs as well as the Client conducting the audit. **As regards the Processor Cross-Border Processing, each involved BCR Member is also obliged to cooperate with the Client and its own supervisory SA including via SA concerned. Each BCR Member is also obliged to assist the Client to comply with the Applicable Data Protection Laws** (such as its duty to respect the data subject rights or to handle their complaints, or to be in a position to reply to investigation or inquiry from SA). This shall be done in a reasonable time and to the extent reasonably possible.

7.7 **DPO**. Piano Group has a long-term commitment to have appointed the DPO irrespective of whether requirements of Article 37 GDPR are met or not. The DPO shall:

- (a) be appointed directly by Piano Slovakia;
- (b) notified to the Slovak SA ;
- (c) monitor Piano Group’s compliance with these BCRs;
- (d) keep, maintain and update the list of all BCR Members including storing the BCR Members’ declarations pursuant to the Annex B hereto;
- (e) liaise with the Slovak SA and SA concerned as regards approval, changes, updates or any communication regarding these BCRs;
- (f) oversee the audit program under point 7.2 above;
- (g) oversee the training program under point 7.1 above;
- (h) handle complaint mechanism under point 6 above;
- (i) evaluate local law of the third countries pursuant to the point 7.9 below;
- (j) report to the competent SAs any problems with local law of third countries pursuant to the point 7.10 below;
- (k) be assisted by a team of DPEs as stems from point 7.8 below;
- (l) enjoy the highest management support from Piano Group for fulfilling of tasks under these BCRs;
- (m) comply with additional tasks and responsibilities under Internal Policies

7.8 **Internal network**. Piano Group has established the following internal network of selected roles (CEO, DPO, DPEs and other personnel) in order to comply with these Applicable Data Protection Laws, BCRs and Internal Policies:

Roles	General responsibilities
Chief Executive Officer (“CEO”)	<ul style="list-style-type: none"> <li>▪ Manages data protection &amp; information security;</li> <li>▪ Is ultimately responsible for data protection compliance;</li> <li>▪ Decides on escalations;</li> <li>▪ Approves updates of this policy and BCRs;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Appoints DPO, ISM and DPEs via this Group Policy;</li> <li>▪ Maintains adequate budget for security and data protection compliance;</li> </ul>
DPO	<ul style="list-style-type: none"> <li>▪ Monitors overall data protection compliance of Piano Software Group;</li> <li>▪ Reports to the CEO;</li> <li>▪ Provides information, support and advice to the highest management of Piano Software Group on data protection issues;</li> <li>▪ Ensures other internal policies at Piano Software Group are compliant with BCRs;</li> <li>▪ Maintains the DPO File;</li> <li>▪ Raises awareness and trains personnel of Piano Software Group in the area of the data protection;</li> <li>▪ Acts as a contact point for any SA or data subjects;</li> </ul>
Deputy DPO	<ul style="list-style-type: none"> <li>▪ Substitutes DPO in case of DPO's absence;</li> <li>▪ Substitutes DPO in case a risk of DPO being in a conflict-of-interest situation;</li> </ul>
ISM	<ul style="list-style-type: none"> <li>▪ Monitors information security agenda at Piano Software Group;</li> <li>▪ Reports to the CEO as regards information security;</li> <li>▪ Supports DPO in fulfilling its tasks under this policy and BCRs;</li> <li>▪ Raises awareness and trains personnel of Piano Software Group on the cybersecurity or information security;</li> </ul>
Data Protection Executive („DPE“)	<ul style="list-style-type: none"> <li>▪ Supports DPO in fulfilling its tasks;</li> <li>▪ Complies with DPO's instructions;</li> </ul>
Internal recipients of personal data (“Employees”)	<ul style="list-style-type: none"> <li>▪ Process personal data in line with these BCRs, internal policies at Piano Software Group and DPO's instructions.</li> </ul>

Exact processes and more detailed definition of tasks and responsibilities must be defined and described in the Group Policy. Such internal network is group-wide and is independent from any other organizational structure in place. At Piano Group, a team of DPEs reports to the DPO while the DPO can issue a binding instructing to DPEs in any data protection compliance aspect. CEO remains the ultimate decision-maker while the DPO retains its independent status by being afforded to record and store his differing opinions. In addition, Piano Group adopted the escalation process under which DPEs can challenge DPOs instructions before the CEO. The DPO: (i) is the main contact point for SAs; (ii) is responsible for updating the Privacy Policy; (iii) handles complaints under these BCRs; (iv) coordinates regular data protection audits at Piano Group; (v) closely cooperates with ISM; (vi) advises on the data protection impact assessments, and fulfils other tasks. This internal network shall support DPO in fulfilling its tasks also under these BCRs.

- 7.9 **Local law.** Each BCR Member must continuously monitor the existing or future local law of the country where such BCR Member is established, irrespective of whether established in the EEA or third country. The aim of such monitoring is to analyze whether: (a) the local law is not contrary to the GDPR; (b) whether any local law would not have a substantial adverse effect on the guarantees provided by these BCRs; (c) whether it may not prevent Piano Group from fulfilling the instructions received from the Clients or its obligations under these BCRs, Agreements or DPAs; and generally (d) whether these BCRs will be complied with by BCR Member when complying with such local law. Piano shall comply with the local law, however, if the BCR Member has reasons to believe that the local law prevents the BCR Member to comply with these BCRs, is contrary to GDPR, has substantial effect on the guarantees provided herein or compliance with would lead to not complying with these BCRs, **the affected BCR Member must immediately report this to the Piano Slovakia and the DPO.** Such problem with local law shall be communicated to the Client, while the Client is entitled to suspend such transfers or terminate the DPA. Any legally binding request from public authorities to access or actual access to personal data processed by Piano Group must be immediately notified to Piano Slovakia and the DPO. Unless otherwise prohibited (such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation), such request or access shall be communicated to the Client. Following the internal reporting of the problematic local law in third country pursuant to this Section 7.9, Piano Group shall make an individual case-by-case assessment of the situation pursuant to the Section 8 below.
- 7.10 **Reporting to competent SAs and Clients' SA.** Where any legal requirement a BCR Member is subject to in a third country is likely to have a substantial adverse effect on the guarantees provided by these BCRs, the problem should be reported to and consulted with the Slovak SA, other competent SAs of Piano Group (if any)<sup>5</sup> and (if required by Clients) SAs of the concerned Clients by the DPO. This includes any legally binding request for disclosure of the personal data by a law enforcement authority or state security body. In such a case, the request for disclosure should be put on hold and the competent SAs should be informed by the DPO about the request, including information about the data requested, the requesting body, and the legal basis for the disclosure (unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation). If in specific cases the suspension and/or notification are prohibited, the BCR Member will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible and be able to demonstrate that it did so. If, in the above cases, despite having used its best efforts, the Piano Group is not in a position to notify the competent SA, the Piano Group commits to annually provide general information on the requests it received to the competent SA (e.g. number of applications for disclosure, type of data requested, requester if possible, etc.), if such requests were received in the previous year.
- 7.11 **Proportionality.** Without regard to the above, in any case, transfers of personal data by the Piano Group to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.
- 7.12 **Records of processing activities.** Piano Group shall maintain processor's records of processing activities in writing (including electronic form) which shall be made available to the SA upon request. Records of processor's processing activities shall include at least the following information: (a) the name and contact details of the processor or processors and of each controller on behalf of which the processor is acting, and, where applicable, of the

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<sup>5</sup> By default, the Slovak SA is always competent for reporting and consulting under this Section 7.10. However, Piano Group shall always assess whether additional competent SAs should not be reported to as well, as per Article 55 and Article 56 GDPR. For example, should the issue be more pressing for particular BCR Member or data subject in particular EU Member State, competent SA in such EU Member States should be reported and consulted as well. On the other hand, if there is no clear connection with jurisdiction of the particular EU BCR Member, its SA does not need to be notified or reported under Section 7.10.

controller's or the processor's representative, and the data protection officer; (b) the categories of processing carried out on behalf of each controller; (c) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards where applicable; (d) where possible, a general description of the technical and organisational security measures adopted. As prerequisite for complying with these BCRs, Piano Group shall play special emphasis on identifying and listing in such records all cross-border transfers of personal data.

- 7.13 **DPIA and prior consultation.** Piano Group assists Clients with complying with their obligations under Article 35 and Article 36 of the GDPR taking into account the nature of processing and the information available to Piano Group. DPA may set out details in this respect.
- 7.14 **Data protection by design.** All BCR Members shall implement appropriate technical and organizational measures designed to implement data protection principles and to facilitate compliance with the requirements set up by the BCRs in practice. For any aspect of compliance with these BCRs or with data protection principles the following principles shall be considered:
- (a) proactive not reactive approach;
  - (b) data protection being the default setting;
  - (c) data protection being embedded into design;
  - (d) full lifecycle protection (end-to-end security);
  - (e) visibility and transparency;
  - (f) respect for user privacy.
- 7.15 The DPO shall always evaluate the above principles in the given situation in case anyone from Piano Group's personnel asks the following question: „***What impact will that have on guarantees provided by BCRs or data protection principles?***” (the “**Triggering Question**”). The training program should educate personnel to spot when to ask the Triggering Question, mainly before any new process, decision or project at Piano Group that may have impact on the guarantees provided by these BCRs or overall level of data protection at Piano Group. Nothing in the Internal Policies shall limit the right of Piano Group's personnel to ask the Triggering Question at any time.
- 7.16 Whenever the Triggering Question is asked, the DPO shall be asked for advice. DPO documents all Triggering Questions, advice given, and measures implemented as a result of it.
- 7.17 **Data protection by default.** All BCR Members shall implement appropriate technical and organizational measures designed to implement data protection by default to only process personal data in an extent that is necessary for the given purpose of processing. This obligation applies to the amount of personal data collected, the extent of their processing, the duration of their storage and their availability. In particular, such measures shall ensure that personal data are not normally accessible to an unlimited number of persons at Piano Group.
- 7.18 **Data protection principles.** BCR Members shall observe the basic data protection principles, in particular:
- (a) transparency, fairness and lawfulness under Article 5 (1) (a) GDPR;  
***rule:** Piano Group will always inform data subjects transparently about processing their personal data in its Privacy Policy; and*  
***rule:** Piano Group will only process personal data fairly and based on sufficient legal basis;*

- (b) purpose limitation under Article 5 (1) (b) GDPR;  
*rule: Piano Group will only collect personal data for specified, explicit and legitimate purpose of processing;*
- (c) data minimization under Article 5 (1) (c) GDPR;  
*rule: Piano Group will only process personal data that is adequate, relevant and limited to what is necessary in relation to the purposes of processing;*
- (d) data accuracy under Article 5 (1) (d) GDPR;  
*rule: Piano Group will only process accurate and up to date personal data;*
- (e) limited storage periods under Article 5 (1) (e) GDPR;  
*rule: Piano Group will not keep personal data in a form permitting identification of data subjects for longer than is necessary for the purposes of processing;*
- (f) integrity and confidentiality under Article 5 (1) (f) GDPR; and  
*rule: Piano Group will adopt adequate security measures to protect personal data;*
- (g) accountability under Article 5 (2) GDPR;  
*rule: Piano Group is responsible for compliance with these basic principles and shall be able to demonstrate compliance with them at any time not only by internal policies and procedures but by actual steps, actions and measures;*

as stems in more detail from these BCRs.

- 7.19 **Legal bases.** BCR Members shall only process personal data based on one or more legal bases under Article 6 GDPR. Where special categories of personal data are processed, conditions under Article 9 GDPR must be complied with in addition to Article 6 GDPR. The specific legal basis relied upon by BCR Members as processors or sub-processors are specified in the DPA as well as the Group Data Processing Agreement.
- 7.20 **Processors and transfers.** Engagement of other data processors shall not be done without prior specific or general written authorization of the data controller. According to the Group Data Processing Agreement, Piano Software, Inc. is the only BCR Member authorized to conclude data processing agreement pursuant to the Articles 28 or 26 of the GDPR with third parties (and hence transfer personal data outside the Piano Group) also on behalf and for the benefit of the whole Piano Group. Therefore, if any BCR Member intends to use other processors, sub-processor or joint controllers for processing of personal data covered by the Group Data Processing Agreement, it shall only do so with explicit prior consent from Piano Software, Inc. In any other cases, BCR Members shall notify DPO about using other processors, sub-processor or joint controllers and must conclude data processing agreements pursuant to the Articles 28 or 26 of the GDPR, if required. Consent of Piano Software, Inc. appointment of processor or transfer pursuant to this point must not be granted if such appointment or transfer would violate these BCRs, DPAs concluded with Clients and/or instructions from Clients.
- 7.21 **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, **each BCR Member shall implement appropriate technical and organizational measures to ensure a level of security** appropriate to the risk, including inter alia as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring

the security of the processing. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

- 7.22 **Breaches.** Any personal data breach pursuant to the Article 4 (12) of the GDPR must be immediately (without undue delay) notified by any BCR Member or any Piano Group personnel to the DPO. Any personal data breaches at Piano Group are evaluated, documented and further reported by the DPO. BCR Members acknowledge that DPAs with Client might include rigorous time limits for reporting any personal data or security breaches to the Client (e.g. within 15 or 24 hours). The template for personal data breach documentation that shall be used by BCR Members to document any personal data breach is also included in Annex E of these BCRs.
- 7.23 If any of the above obligations are addressed primarily to controllers under the GDPR and Piano acts as a processor, Piano shall notify the Client without undue delay after becoming aware of a personal data breach and help to facilitate compliance with such obligations to its Clients in line with the DPA concluded.
- 7.24 **Onward transfers.** Any onward transfer of personal data to processors and sub-processors other than BCR Members which are established in third countries (i.e. outside EEA) is prohibited, unless following conditions are met:
- (a) such onward transfer is approved in accordance with Section 7.20 above;
  - (b) obligations under Articles 28 GDPR are fully complied with by Piano Group;
  - (c) adequate protection is provided in accordance with Articles 45 to 48 GDPR or under derogation according to Article 49 GDPR.

## 8 SUPPLEMENTARY MEASURES

- 8.1 To facilitate effectiveness of the third country's local law monitoring (Section 7.9 above) and subsequent decisions taken, Piano Group adopted the following process:
- **1<sup>st</sup> step: Assessment followed by decision;**
  - **2<sup>nd</sup> step: Identifying supplementary measures;**
  - **3<sup>rd</sup> step: Procedural steps; and**
  - **4<sup>th</sup> step: Re-evaluation,**
- as described in more detail below.
- 8.2 **Assessment.** Following the notification or reporting of potentially problematic 3<sup>rd</sup> country local legislation<sup>6</sup> under Section 7.9 above, Piano Group shall make a more detailed legal and practical assessment of the situation on a case-by-case basis. Where necessary, this assessment should be made with the involvement of local importer and/or local legal counsel.

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<sup>6</sup> 'Problematic legislation' is understood as legislation that 1) imposes on the recipient of personal data from the European Union obligations and/or affect the data transferred in a manner that may impinge on the transfer tools' contractual guarantee of an essentially equivalent level of protection and 2) does not respect the essence of the fundamental rights and freedoms recognised by the EU Charter of Fundamental Rights or exceeds what is necessary and proportionate in a democratic society to safeguard one of the important objectives as also recognised in Union or EU Member States' law, such as those listed in Article 23 (1) GDPR

Within such assessment, Piano Group shall consider the legal or official wording of the local law as well as the known practices in such 3<sup>rd</sup> country. In particular, Piano Group shall assess whether one of the following applies:

- i. legislation in the 3<sup>rd</sup> country formally meeting EU standards is manifestly not applied/complied with in practice;
- ii. there are practices incompatible with the commitments under these BCRs where relevant legislation in the 3<sup>rd</sup> country is lacking;
- iii. transferred personal data or importer in 3<sup>rd</sup> country fall or might fall within the scope of problematic legislation.

8.3 The assessment above and subsequent decisions below shall be documented and kept by the DPO in DPO File for any inspection by competent SAs. Among others, the assessment shall also consider and include the following aspects:

- i. whether public authorities of the 3<sup>rd</sup> country may seek to access the personal data with or without the data importer's knowledge, in light of legislation, practice and reported precedents;
- ii. whether public authorities of the 3<sup>rd</sup> country may be able to access the personal data through the data importer or through the telecommunication providers or communication channels in light of legislation, legal powers, technical, financial, and human resources at their disposal and of reported precedents;
- iii. characteristics of the transfer (such as purposes, types of data, recipients, context, sector in which the transfer occurs, etc.);
- iv. whether the data will be stored in the third country or whether there is remote access to data stored within the EU/EEA;
- v. format of the data to be transferred (i.e. in plain text/ pseudonymised or encrypted);
- vi. possibility that the data may be subject to onward transfers from the third country to another third country.

8.4 The assessment might also conclude that the initial risks related to the problematic legislation are in fact not relevant and such legislation or practice does not in fact pose any risks identified by monitoring. In that case, this Section 8 does not apply apart from the obligation to document and keep such assessment.

8.5 **Decision**. Following such assessment, Piano Group shall make a documented decision on such transfer. In situations (i) and (ii) above, Piano Group can either suspend the transfer or implement adequate supplementary measures that would allow it to proceed with such transfer. In situation (iii) above, in addition to options under previous sentence, Piano Group can alternatively decide to proceed with the transfer without implementing supplementary measures if it can be demonstrated and documented that there is no reason to believe that relevant and problematic legislation will be interpreted and/or applied in practice to cover the transferred data and the importer. If the decision is to continue on the basis of supplementary measure, these should be documented within the decision.

8.6 **Supplementary measures**. Supplementary measures are technical, legal, contractual or organizational measures that are adopted on top of measures and guarantees under these BCRs. The aim of these supplementary measures is to outweigh or balance the negative impact of problematic 3<sup>rd</sup> country legislation so that these BCRs can be still considered an effective safeguard for such transfer of personal data even if the 3<sup>rd</sup> country's legislation or practice might be problematic from EU standards' perspective. When adopting supplementary measures, Piano Group will primarily look at non-exhaustive list of examples of supplementary measures in Annex 2 of the Board's Recommendations 01/2020 (as updated or replaced). It may be ultimately found that no supplementary measure can ensure an essentially equivalent



level of protection for the specific transfer. In those cases where no supplementary measure is suitable, Piano Group must avoid, suspend or terminate the transfer.

- 8.7 **Procedural steps.** Following the decision to adopt of supplementary measures Piano Group shall consider any procedural or regulatory steps under these BCRs or in general, including the obligation to report to the competent SA under Section 7.10 above.
- 8.8 **Re-evaluation.** Any decision or assessment made under this Section 8 shall be regularly re-evaluated, at least on an annual basis. This is supplemental to general monitoring obligation under Section 7.9 above. Should the re-evaluation of the initial assessment or previous decision reveal that the supplementary measures are no longer effective in that 3<sup>rd</sup> country, Piano Group shall promptly suspend any such transfer affected.
- 8.9 **Guidelines.** The process described in Section 8 shall be implemented in line with any applicable guidelines, recommendations or opinions of the Board and competent SAs on this matter.
- 8.10 **Information to Clients.** Piano Group shall provide any information on the supplementary measures adopted and related decisions taken upon request of the Client.

## **9 FINAL PROVISIONS**

- 9.1 Any updates of these BCRs must be approved by the Slovak SA. Updates to the BCRs or to the list of the BCR Members are possible without having to re-apply for an approval by the Slovak SA (or any other SA) providing that:
- (a) DPO keeps a fully updated list of the BCR Members and keeps track of and record any updates to the rules and provides the necessary information to the Clients, data subjects or the Slovak SA upon request;
  - (b) no transfer is made to a new BCR Member pursuant to these BCRs until the new BCR Member is effectively bound by the BCRs and can deliver compliance;
  - (c) any changes to the BCRs or to the list of BCR members should be reported once a year to the relevant SAs, via the competent SA with a brief explanation of the reasons justifying the update in line with Section 2.3 above;
  - (d) where a modification would possibly affect the level of the protection offered by the BCRs or significantly affect the BCRs (i.e. changes to the binding character), it must be promptly communicated to the Slovak SA;

while such updates of BCRs take effect when updated BCRs are first published.

- 9.2 For avoidance of doubt, approval of the Slovak SA (or any other SA) under Section 8.1 above is also not required for:
- (a) change of any internal data protection policy, agreement or document of Piano Group (DPAs, Group Policy, Privacy Policy, etc.);
  - (b) non-substantial changes to the Group Data Processing Agreement that do not affect any commitments or safeguards in these BCRs;<sup>7</sup>
  - (c) translation of these BCRs into other language versions;

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<sup>7</sup> These include mainly changes required by operational need to update of the purposes of processing, legal basis or updating of specification of the undertaken processing of personal data based on Group Data Processing Agreement. Any substantial changes or substantial deviations from the current wording of the Group Data Processing Agreement or any indirect changes to the wording, commitments or generally level of protection by these BCRs must be approved by the Slovak SA per Section 8.1.

- (d) design, appearance, formatting or grammatical changes or updates of these BCRs;
  - (e) changes or updates to BCR annexes, provided that these do not affect the level of the protection offered by the BCRs or significantly affect the BCRs (i.e. changes to the binding character).
- 9.3 Any update of these BCRs must be without undue delay published at BCR Homepage and communicated to BCR Members and data subjects, where required under Art. 13 and 14 of the GDPR.
- 9.4 If an update of these BCRs affects the processing conditions under DPAs, DPO shall evaluate whether such information should be given to Clients in order the Clients to object to the change or to terminate the contract with Piano before such modification is made.

## ANNEX A: DEFINITIONS

These BCRs use terms in the same meaning as prescribed to them in Article 4 of the GDPR. In addition, for the purposes of these BCRs the following terms shall have the following meaning:

**“Agreement”** means “Piano Master Services Agreement Terms and Conditions” concluded between Piano and its Clients;

**“Applicable Data Protection Law”** means any local data protection or privacy legislation of the EU/EEA member state applicable to Piano Group;

**“BCR”** or **“BCRs”** means these binding corporate rules of Piano Group acting as a processor;

**“BCR Homepage”** means Piano Group’s landing page ([www.piano.io/bcr](http://www.piano.io/bcr)) dedicated to information about these BCRs where copy of these BCRs, BCR Members, Complaint Form and any other related information about BCRs can be easily accessed;

**“BCR Members”** mean Piano Group entities which acceded to these BCRs pursuant to these BCRs (individually as the **“BCR Member”**);

**“Board”** means the European Data Protection Board (formerly Article 29 Working Group);

**“Clients”** means Piano clients (such as publishers) on behalf of which Piano processes personal data as their processor (individually as the **“Client”**);

**“Complaint Form”** means the complaint available to data subjects pursuant to the Section 6 of these BCRs substantially in the form as prescribed in Annex D;

**“Controller”** means the Client of Piano Group that acts as the legal person, which determines the purposes and means of the processing of personal data;

**“Data Subject”** means an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“DPIA”** means the data protection impact assessment pursuant to the Article 35 of the GDPR;

**“DPA”** or **“DPAs”** means data processing agreement concluded or to be concluded between the Client and Piano as its processor pursuant to the Article 28 of the GDPR;

**“DPE”** or **“DPEs”** means the appointed data protection executive(s);

**“DPO File”** means the internal storage or file of the DPO containing the most important data protection related documentation;

**“DPO”** means data protection officer of Piano Group personally named in the Group Policy;

**“GDPR”** means regulation (EU) 2016/679 of the European parliament and the Council of 27 April 2016 on the protection of natural persons 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);

**“Group Data Processing Agreement”** means the data processing agreement concluded by all Piano Group entities as per Annex C hereto;

**“Group Policy”** means the internal and non-public data protection policy of Piano Group which is not part of these BCRs;

**“EEA”** means European Economic Area encompassing the EU, Norway, Iceland and Lichtenstein;

**“EU”** means European Union;

**“ISM”** means information security manager of Piano Group;

**“Personal Data”** means any information relating to Data Subject such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that data subject;

**“Processor”** means Piano when it acts as a data processor on behalf of the Controller;

**“Special categories of personal data”** mean personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited;

**“Piano”** or **“Piano Group”** means collectively Piano Software, Inc., Philadelphia, US and any and all its subsidiaries and affiliates;

**“Piano Slovakia”** means Piano Software, s.r.o., with seat at Štefánikova 14, Bratislava 811 05, Slovakia, company ID No. (IČO): 46 103 406;

**“Privacy Policy”** means the privacy policy of Piano Group in line with Art. 13 and 14 of the GDPR published on its website or elsewhere;

**“SA”** means the supervisory authority pursuant to the Article 4 (21) of the GDPR;

**“Slovak SA”** means the Office for Personal Data Protection of the Slovak Republic ([www.dataprotection.gov.sk](http://www.dataprotection.gov.sk));

**“Services”** mean services provided by Piano to its Clients on the basis of the Agreement;

**“Software”** means Piano software provided by virtue of Services;

**“US”** means the United States of America.

## ANNEX B: BCR MEMBERS

The following Piano Group entities are the first BCR Members. Signatories below hereby declare that they are duly and fully authorized to legally represent the BCR Member. By signing below, the BCR Member accedes to the Piano Group BCRs, agrees with its contents and accepts the obligation to comply with the these (processor) BCRs including with the Group Data Processing Agreement that forms inseparable part of these processor BCRs.

	<b>BCR Member</b>	<b>Country<sup>8</sup></b>	<b>Contact</b>	<b>Signatures</b>
1.	<b>Piano Software, Inc.</b> , 111 S Independence Mall East, Suite 950, Philadelphia, PA 19106, United States, ID No.: 4151404	<b>United States (third country)</b>	Stuart Ashford <a href="mailto:stuart.ashford@piano.io">stuart.ashford@piano.io</a>	_____
2.	<b>Piano Software, s. r. o.</b> , Štefánikova 14, 811 05 Bratislava, Slovak Republic, ID No.: 46 103 406	Slovakia (EU)	Stuart Ashford <a href="mailto:stuart.ashford@piano.io">stuart.ashford@piano.io</a>	_____
3.	<b>Newzmate Sp. z o.o.</b> , ul. Mazowiecka 11 lokal 49, 00-052, Warsaw, Mazowieckie, Poland, ID No.: 360486660	Poland (EU)	Alex Chapko <a href="mailto:security@piano.io">security@piano.io</a>	_____
4.	<b>Piano Software B.V.</b> , Keizersgracht 555, 1017 Amsterdam, The Netherlands, ID No.: 75524171	Netherlands (EU)	Alex Franta <a href="mailto:security@piano.io">security@piano.io</a>	_____
5.	<b>Piano Software Norway NUF</b> , Drammensveien 165, 0277, Norway, ID No. 923 967 850	Norway (EEA)	Alex Franta <a href="mailto:security@piano.io">security@piano.io</a>	_____
6.	<b>Piano Co. Ltd</b> , 2F Harajuku Jingu-no-mori Building, 1-14-34, Shibuya-ku, Tokyo, Japan, ID No. 1011001071838	<b>Japan (third country)</b>	Ryoichi Egawa <a href="mailto:security@piano.io">security@piano.io</a>	_____
7.	<b>OOO "Pi-Tech"</b> , Leninsky, 111, bldg. 1, floor 3, room 26, of. 40, 119421, Moscow, Russia, ID No. 7728493442	<b>Russia (third country)</b>	Kirill Kouterguine <a href="mailto:security@piano.io">security@piano.io</a>	_____
8.	<b>Piano Software Singapore PTE. Ltd.</b> ,  16 Raffles quay #33-03 Hong Leong building Singapore (048581), ID No. 202031085R	<b>Singapore (third country)</b>	Tim Rowell <a href="mailto:security@piano.io">security@piano.io</a>	_____
9.	<b>Applied Technologies</b>	France (EU)	Mathieu Llorens <a href="mailto:security@piano.io">security@piano.io</a>	_____

<sup>8</sup> Country refers to location where establishment of the BCR Member is located. One BCR Member might have more than one establishment. Although usually the establishment is where the registered seat of the company is located, the term establishment might also cover location of the corporate presence, office, store, branch or desk of a company other than its registered seat.

	<p><b>Internet SAS,</b> 85 avenue J F Kennedy 33700 Mérignac, France</p> <p>Trade and Companies Register of Bordeaux as number 403 261 258</p>			
10.	<p><b>Applied Technologies Internet GmbH,</b> Leonrodstrasse 52-58, 80636 Munich, Germany</p> <p>Trade and Companies Register of Munich as number HRB 194384</p>	Germany (EU)	Mathieu Llorens <a href="mailto:security@piano.io">security@piano.io</a>	
11.	<p><b>AT Internet holding SAS,</b> 4 Rue de Marivaux 75002 Paris, France</p> <p>Trade and Companies Register of Paris B 893 718 106</p>	France (EU)	Trevor Kaufman <a href="mailto:security@piano.io">security@piano.io</a>	
12.	<p><b>AT Internet LTD,</b> 23 Copenhagen Street, London, N1 OJB, United Kingdom, ID No. 06740401</p>	UK (third country)	Mathieu Llorens <a href="mailto:security@piano.io">security@piano.io</a>	

## ANNEX C: GROUP DATA PROCESSING AGREEMENT

This **Group Data Processing Agreement** is concluded by and between **Piano Software Inc.**, located at 111 S Independence Mall East, Suite 950, Philadelphia, PA 19106, United States (for the purpose of this Group Data Processing Agreement as “**Piano**”) and all other BCR Members (“**Affiliated Companies**”), collectively referred to herein as the “**Parties**” or the “**Group**” by virtue of adherence to the BCRs and by becoming BCR Member in line with Article 28 of the GDPR.

### WHEREAS:

- (1) Based on the Agreement, Piano or provides the Services to the Clients which entail processing of the personal data on behalf of the Clients while the DPA/Agreement allows Piano to use its Affiliated Companies to process the personal data, while Piano may authorize other Group entity to conclude the Agreement;
- (2) Piano must ensure that any processing of the personal data by its Affiliated Companies is done in accordance with the Agreement, the DPA that forms part of the Agreement and with applicable Privacy and Data Protection Regulations, mainly with the GDPR;
- (3) The Group represents a group of undertakings pursuant to the Article 4 (19) of the GDPR, where Piano acts as a controlling undertaking and the Affiliated Companies act as controlled undertakings;
- (4) Parties wish to explicitly agree on the scope and distribution of the data processor obligations stemming from the DPAs and the Article 28 GDPR;
- (5) Parties have jointly determined their own (internal) purposes and means of processing their own personal data within the Group, while personal data are mutually shared, used or otherwise processed by different legal entities;
- (6) Parties use joint internal systems for processing and exchange of their own data and for collaboration of their personnel;

### THEREFORE, PARTIES AGREED AS FOLLOWS:

1. **Definitions.** The terms used in this Group Data Processing Agreement shall be interpreted and construed in accordance with GDPR. As used in this Group Data Processing Agreement, the following terms shall have the following meanings:

“**BCR**” or “**BCRs**” means Piano Group’s approved binding corporate rules for the processor activities;

“**Client Purposes**” or “**Purposes**” means purposes of processing determined individually by each Client in the relevant DPA that are necessary for provision of Services and which generally cover the following or equivalent purposes:

- a. web audience measuring (Analytics) purposes, i.e. the core processing activities undertaken for Client (i.e. Services) such as analysis of subscription performance, user trends, preferences, and segmentation and other processing which typically occurs in the course of using the Software by the Client;
- b. billing and accounting purposes, i.e. service of processing payments and financial information in accordance with the applicable billing, accounting and tax laws;
- c. other purpose of processing foreseen by the functionality of the Software.

“**Client Data**” means any and all data and information delivered by or on behalf of, or collected directly or indirectly from, Client, its affiliates, or their respective clients, customers and Users, including without limitation any such data or information collected via the Software and/or Service, which may include, without limitation, credit card data, Non-Personal Data or the personal data. For clarity, all personal data processed on behalf of the Client is Client Data but not all Client Data is personal data (Non-Personal data are not personal data);

“**Group Staff**” means any employees, workers, directors or officers of the Group;

“**Joint Contact Point**” means contact point of the Parties, in particular the following contact details: [privacy@piano.io](mailto:privacy@piano.io), postal: Piano Software, s.r.o., ATTN: Piano Group DPO, Štefánikova 14, 811 05 Bratislava, Slovak Republic;

“**Non-Personal Data**” consists of information other than personal data, whether collected via cookies or other tracking technologies, the Service’s functionality, or otherwise, on an anonymous basis in cases without means reasonably likely used by the Parties to identify a natural person such data relates to. Non-Personal Data are owned by Client;

“**Non-Registered Users**” means non-registered users of Websites;

“**Privacy and Data Protection Requirements**”: the national applicable law “implementing” the GDPR, the Electronic Communications Data Protection Directive (2002/58/EC), the national applicable law implementing the e-Privacy Directive, GDPR, the European ePrivacy Regulation, as and if enacted, and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the national data protection authority of the Client or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction;

“**Privacy Policy**” means the Group privacy policy published and regularly updated by the DPO at [www.piano.io/privacy](http://www.piano.io/privacy);

“**Registered Users**” means registered users of Websites;

“**Security Measures**” means appropriate security measures that Piano must implement or comply with pursuant to the DPA;

“**Users**” means collectively Registered Users and Non-Registered Users;

“**Websites**” means Client’s websites and/or mobile applications for the Services are provided on the basis of the Agreement.

As used herein, references to the “Services” shall mean the Software and/or the Services.

2. **Subject-matter.** Subject-matter of this Group Data Processing Agreement is two-fold: (i) Piano hereby appoints Affiliated Companies as its sub-processors to process personal data for Client Purposes; and (ii) Parties hereby agree on conditions of processing in line with DPAs. Should any other Group entity act (with the consent of Piano) as a contractual party and primary data processor towards its legacy clients and outsource any sub-processing services from Piano, no further sub-processing agreement is needed as provisions of this Group Data Processing Agreement apply *mutatis mutandis* in the opposite direction. Parties agree with such an appointment and obligations stemming thereof.
3. **Terms of the Agreement/DPA.** The Affiliated Companies hereby acknowledge that they are familiar with terms of the template Agreement/DPA used by Piano. Piano is obliged to inform the Affiliated Companies if it concludes the Agreement/DPA with substantially different terms that would impact legality of the personal data processing pursuant to this Group Data Processing Agreement. Affiliated Companies agree to be bound by different Agreement/DPA proposed by the Client. Without the foregoing, the Affiliated Companies are entitled to rely on the terms of this Group Data Processing Agreement being compliant with the Agreement.



4. **Duration and Termination.** This Group Data Processing Agreement is concluded for an indefinite period of time. Parties acknowledge that is impossible to provide Services in accordance with the Agreement without processing Client Data pursuant to this Group Data Processing Agreement. Therefore, this Group Data Processing Agreement can only be terminated or changed at the sole discretion of Piano. Affiliated Companies agree to accept any changes or amendments to this Group Data Processing Agreement proposed by Piano.
5. **Nature of Personal Data Processing.** The nature of personal data processing under this Group Data Processing Agreement is determined by the nature of Services provided by Piano and SaaS business model of Piano which is not based on data monetization techniques like brokerage of data or databases or selling of data to third parties but on provision of the Software as a service. Piano respects ownership of Client Data by the Client.
6. **Position of the Affiliated Companies.** Affiliated Companies act as sub-processors of Piano for Client Purposes. Piano acts as a processor or a sub-processor for Client Purposes. Since Piano is a processor one level up, provisions related to controllers apply to Piano in relation to Affiliated Companies *mutatis mutandis*. Parties agree with such an appointment and obligations stemming thereof.
7. **Purposes.** This Group Data Processing Agreement covers any Client Purposes as individually determined by each Client in the respective DPA.
8. **Other Purposes.** As regards the Client Data, Affiliated Companies must not process the personal data for other purposes than the Client Purposes without Piano's prior consent or instruction and such consent or instruction shall not be granted by Piano in violation of the DPA. If the local law requires otherwise, Affiliated Companies are obliged to immediately inform Piano in any case prior the commencement of such processing.
9. **Types of Personal Data.** As regards Client Purposes, the types of processed personal data include name, email address, phone number, financial data, the specific content accessed, time and duration of the visit, IP address, geographical location of the end-user device, offer conversion and/or interaction data, referring site, user profile, information about data subject consent or objection or other information or other information relating to such natural person collected through the Service whether collected via cookies or other tracking technologies, the Service's functionality, or otherwise. Parties do not foresee processing of special categories of Personal Data pursuant to the Article 9 of the GDPR for Client Purposes.
10. **Categories of Data Subjects.** As regards Client Purposes, the processed personal data will mostly relate to Users of the Client's Websites unless the Client instructs Piano otherwise.
11. **Sub-Processors and Transfers.** As regards Purposes, Affiliated Companies shall: (i) not be entitled to appoint another sub-processor or a third party to process the personal data without Piano's prior written consent with such appoint that also confirms the Client's prior informed specific or general written authorization with such appointment; (ii) only use its Group Staff for processing of the personal data; (iii) comply with this Group Data Processing Agreement, applicable internal rules, procedures and policies and BCRs, if applicable. Parties agree that as regards Purposes, only Piano is authorized to conclude data processing with third parties also for the benefit of the whole Group. Affiliated Companies will adhere to section 7.20 (Processors and transfers) of BCRs and will notify to the DPO any intention to use processors, sub-processors regardless of whether BCRs apply in the given situation or not.
12. **Documented Instructions.** Affiliated Companies shall process the personal data for the Purposes only in accordance with a documented instruction by Piano which may include instructions of the Client. Certain general authorizations and documented instructions by the Client are already contained in the Agreement which are hereby given by the Piano to its Affiliated Companies. Affiliated Companies shall provide the best efforts to assist Piano to comply with the instructions of the Client.
13. **Data Subject Rights.** All BCR Members will execute any appropriate technical and

organizational measures, insofar as this is possible, when asked by the Client, for the fulfilment of the Client's obligations to respond to requests for exercising the data subjects rights including by communicating any useful information in order to help the Client to comply with the duty to respect the rights of the data subjects. As regards Purposes, Affiliated Companies are not entitled to handle or respond to the data subject requests. Should any Affiliated Company receive a data subject request that is of general nature and might be or is related to the Purposes, its shall immediately forward such request to DPO without undue delay. Unless otherwise agreed with the Client, Piano Group shall immediately forward to the respective Client any data subject requests related to personal data processed on behalf of such Client without responding to them.

14. **Transparent Information**. As regards Client Purposes, Parties are not entitled to provide information to data subjects pursuant to the Article 13 or 14 GDPR at all while such obligations remains Client's (i.e. Controller's).
15. **Legal Grounds for Processing of Personal Data**. The legal grounds for processing of the personal data for the Client Purposes are determined by the Client and for the Piano Purposes by Piano and are subject to change mainly due to a possibly different regulatory approach by different EU supervisory authorities. Such legal grounds must always be compliant with the Articles 6-11 and 89 of the GDPR or with applicable national law. By default, the DPA and consequently this Group Data Processing Agreement foresees certain legal grounds. The Client's Web Audience Measuring purposes are based on the legal ground of permanence of contract pursuant to the Article 6(1)(b) of the GDPR. Web Audience Measuring may be in some of the least privacy-intrusive cases based on a consent of the Users via appropriate setting of the web browser (allow cookies). Such cases may include Non-Registered Users where neither the Client, Piano nor other party has any additional information that would reasonably allow identification of the natural person. The Client's Billing & Accounting purposes are based on the legal ground of compliance with legal obligation of the Client stemming from applicable accounting, billing and tax laws pursuant to the Article 6(1)(c) of the GDPR.
16. **Confidentiality**. Parties are obliged to comply with the internal policies among others in respect to (i) ensuring that access to the personal data by Group Staff is limited to what is necessary to achieve the Purposes and (ii) ensuring that Group Staff are committed to the confidentiality in respect to the personal data.
17. **Internal Policies**. Affiliated Companies are obliged to comply with any Group Policy, rules, procedures or standards in respect to the security, protection of personal data, privacy as adopted by Piano. For clarity, Parties will comply with the following internal policies when processing the personal data in connection with this Group Data Processing Agreement:
  - 17.1 **BCRs**. BCRs set out data protection safeguards as regards the Cross-Border Processing.
  - 17.2 **Group Data Protection Policy**. Group Data Protection Policy set outs Group procedures for handling personal data mainly in respect to internal compliance measures in respect to the personal data generally, roles and responsibilities of key Group Staff and specific obligations of the Group stemming from the GDPR (the "**Group Data Protection Policy**").
  - 17.3 **Information Security Policy**. Information Security Policy set outs Group technical and physical safeguards for protection of confidential information including the personal data, roles and responsibilities of the key Group Staff, employee discipline and termination procedures and acceptable use policy (the "**Information Security Policy**").
  - 17.4 **Other Policies**. Other policies might include password policy, incident response plan, disaster avoidance and recovery plan, system security plan, application and software development security (the "**Other Policies**").

BCRs, Group Data Protection Policy, Information Security Policy and the Other Policies are hereinafter referred to as the "**Internal Policies**".

18. **Security**. In addition to complying with the Internal Policies, Affiliated Companies are obliged to comply with any additional obligations stemming from the DPA, including those related to general client data obligations and obligation to adopt and comply with appropriate security measures.
19. **Assistance**. BCR Members are obliged to assist the Client with complying with any additional obligations stemming from the Privacy and Data Protection Regulations including by adopting any appropriate technical and organizational measures, insofar as this is possible, when asked by the Client. As a general rule, the Affiliated Companies are obliged to fulfill against Piano the same obligations Piano has against its Client pursuant to the DPA or pursuant to the GDPR, which the Client can directly request against any BCR Member.
20. **Audit**. As regards Client Purposes, Affiliated Companies agree to be bound by an audit clause in the DPAs allowing Piano, Client and/or third party auditor to conduct necessary data protection audit.
21. **Main Establishment**. Pursuant to the Article 4(16) of the GDPR, the main establishment of the Group is the place of its central administration in the EU and/or the establishment in the EU where the main processing activities in the context of the activities of an establishment of the processor take place to the extent that Group is subject to specific obligations under the GDPR. Parties acknowledge that the main establishment of the Group in respect of the Purposes is Slovakia. As a result, the Slovak SA will act as the lead supervisory authority of the Group pursuant to the Article 56 of the GDPR.
22. **Governing Law**. Parties acknowledge and understand that the governing law in respect to the Client Purposes is primarily determined by each individual Client in the respective DPA.
23. **BCRs**. Affiliated Companies / BCR Members agree to be bound by and comply with BCRs.
24. **3<sup>rd</sup> Party Beneficiaries**. Parties hereby explicitly agree to allow 3<sup>rd</sup> party beneficiaries to rely and bindingly enforce against any Party 3<sup>rd</sup> party beneficiary rights guaranteed under Section 4 of BCRs.

## ANNEX D: COMPLAINT FORM

### Compliant Form under Piano Software Binding Corporate Rules

#### 1. Practical information

##### ***About this complaint mechanism***

This complaint form can be used by any individual / person that believes his or her personal data are processed by any Piano Software entity that acceded to the so-called Binding Corporate Rules (BCRs). The text of the BCRs and list of BCR Members is available at [www.piano.io/bcr](http://www.piano.io/bcr). BCRs require Piano Software to adopt a specific complaint handling mechanism as a means of additional safeguard for privacy and data protection principles. Data subjects are free to use this complaint form, but they are also free to draft the complaint and deliver it to Piano Software as they see fit. This complaint form is therefore not mandatory.

##### ***When to use complaint?***

You can use the complaint whenever you like. For example:

- when you feel that Piano Software's BCR Members do not comply with text of the BCRs or applicable data protection laws when processing your personal data;
- if you would like to enforce any 3<sup>rd</sup> party beneficiary clauses against any BCR Member as per Section 4 above; or
- if you would like to enforce any data subject right pursuant to Articles 15 to 22 GDPR.

The more you explain the above in your complaint, more effectively will be your complaint dealt with by us. Therefore, in your complaint, please explain in detail why you are lodging the complaint, on what grounds and what specific rights are you enforcing, if any.

##### ***Where to complain?***

You can fill out and submit this form in an online version available at [www.piano.io/bcr](http://www.piano.io/bcr) which is the most effective and recommended option. You are also free to draft your own complaint at deliver it to Piano Software's group Data Protection Officer by email at [privacy@piano.io](mailto:privacy@piano.io) or in writing by post to Piano Software, Group DPO, Piano Software, s.r.o., Štefánikova 14, 811 05 Bratislava, Slovak Republic.

##### ***How will your complaint be handled by us?***

Your complaint will be handled internally by our group Data Protection Officer typically within 1-month period. In limited circumstances this period can be prolonged by another 2-months considering the complexity and overall number of the requests. In any case, you will receive a final response, prolongation notification or request for additional information within the original 1-month period, by email or post, depending on your selected preferences. Please note that when we receive data subject request in relation to operations we conduct as processors (on behalf of our clients), we are normally obliged to forward such request to our clients, and we do not respond directly.

Each complaint is dealt with individually by our privacy and data protection professionals in light of your specific circumstances. Complaints are handled by our group Data Protection Officer with relevant regional data protection officers and relevant data protection executives. We do not use software or automated tools to handle similar requests or complaints.

Before we provide a final response to your complaint, we might need to verify your identity or request additional information from you that is needed for handling the complaint. Until this additional information is provided to us, we cannot provide the final response. In this light, please provide as much detail to your complaint as necessary.

***What are the consequences in case of rejection of complaint?***

If we reject your complaint, this practically means we will not change the way how your personal data is handled or generally how we operated before the complaint. If we unduly rejected your complaint, you would still have legal options to enforce your complaint against us.

***What are the consequences in case the complaint is considered as justified?***

If we consider your complaint justified, we will adopt measures to comply with these BCRs or the Applicable Data Protection Law, as requested. We will also confirm in a response to you, what measures have been adopted to comply with your complaint.

***What are the consequences if you are not satisfied by our reply?***

If you are not satisfied with our reply or with how we handled your complaint (or generally at any time), you have right to:

- lodge a claim before any competent court;
- lodge a complaint before any competent supervisory authority.

The fact that Piano Software Group has its lead supervisory authority in Slovakia (Office for Personal Data Protection of the Slovak Republic, web: <https://dataprotection.gov.sk/uoou/en>) does not prevent data subjects to lodge complaints before other supervisory authorities.

As per Article 77 GDPR, every data subject has the right to lodge a complaint with a supervisory authority, in particular in:

- the Member State of his or her habitual residence;
- place of work or;
- place of the alleged infringement if the data subject considers that the processing of personal data relating to him or her infringes the GDPR.

The list of competent supervisory authorities in the EU can be found at the website of EU Commission ([https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm)) as well as on the BCR Homepage ([www.piano.io/bcr](http://www.piano.io/bcr)).

As per Article 79 GDPR, every data subject has the right to an effective judicial remedy where he or she considers that his or her rights under the GDPR have been infringed. Such court claim can be brought before the courts of the Member State where:

- Piano Software Group has an establishment (see the list of BCR Members); or where
- the data subject has his or her habitual residence.

***What rights do you have under GDPR?***

If you use this complaint mechanism to enforce your data subject rights under GDPR, we list below a basic overview of these rights. Please note, that most of these rights are not absolute and certain conditions must be met in most cases for such rights to apply. Two of the most automatic rights where no additional conditions need to be met are:

- **right to withdraw your consent** with processing personal data under Article 7 or 8 GDPR;

- **right to object against direct marketing** including the profiling under Article 21 (2) GDPR.

In both cases, we must automatically stop the relevant processing of your personal data based on such requests without further conditions. In addition, you have following rights under GDPR:

- **Right to access** to your personal data under Article 15 GDPR, including (i) confirmation as to whether we process your personal together with all relevant information under Article 15 (1) GDPR; (ii) right to be informed about transfers of personal data and appropriate safeguards under Article 15 (2) GDPR; and (iii) right to receive copy of personal data undergoing processing under Article 15 (3) GDPR;
- **Right to rectification** of incorrect personal data under Article 16 GDPR;
- **Right to erasure (right to be forgotten)** under Article 17 GDPR;
- **Right to restriction of processing** under Article 18 GDPR;
- **Notification obligation regarding rectification or erasure of personal data or restriction of processing** under Article 19 GDPR;
- **Right to portability of personal data** in a structured, commonly used and machine-readable format under Article 20 GDPR;
- **Right to object** against legitimate interests, public interest, direct marketing and profiling under Article 21 GDPR;
- **Right not to be subject to an automated individual decision making** under Article 22 GDPR.

In addition, you have right to be notified about certain data protection breaches under Article 37 GDPR and we shall seek your views within certain data protection impact assessments under Article 35 GDPR. However, these provisions are drafted as our direct obligation, not data subject rights.

## 2. Text of the complaint

Type of information needed:	Please fill out here:
Basic identification and contact data:	Name and surname:  Residence:  Email:  Mobile phone:
What is your relationship to Piano Software Group or individual BCR Member?	<i>For example, are you our employee, contractor, business partner, recipient of marketing communication, etc.?</i>
Please identify whether this complaint is addressed to any specific BCR Member or BCR Members or generally against all BCR Members:	
Please specify what type of request or complaint are you lodging:	<input type="checkbox"/> complaint on not complying with BCRs or applicable data protection laws by any BCR Member;  <input type="checkbox"/> enforcement of any 3-rd party beneficiary rights as per Section 4 BCRs;

	<input type="checkbox"/> general data subject request as per Article 15 to 22 GDPR.
Please specify what rights (if any) are you enforcing with this request or complaint:	<i>In case of enforcement of any 3-rd party beneficiary rights as per Section 4 BCRs and general data subject request as per Article 15 to 22 GDPR.</i>
Please explain in more detail content of your request or complaint as per the above:	<i>For example what parts or provisions of BCRs or laws you think were infringed by us or what type of right under GDPR are you enforcing?</i>
How would like to receive response from us?	<input type="checkbox"/> by email  <input type="checkbox"/> by post

## ANNEX E: TEMPLATE FOR PERSONAL DATA BREACH DOCUMENTATION

This record was drafted by the group DPO of the Piano Software, Inc. (the "Processor") acting in the capacity of the Processor to assist the Controller in ensuring compliance with Article 33 (5) of the GDPR<sup>9</sup> and serves to document the breach and evidence of the security measures and procedures to mitigate the risk for the rights and freedoms of natural persons (hereinafter referred to as "Record").

Whereas:

- (A) Pursuant to the Article 4 point 12 of the GDPR: *“personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed”* (hereinafter referred to as "Breach").
- (B) Pursuant to the Article 33 (2) of the GDPR: *“The processor shall notify the controller without undue delay after becoming aware of a personal data breach.”*
- (C) Pursuant to the Article 28 (3) (f): *“The processor shall assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;”*

The Processor has decided to assist the Controller by documenting the Breach as follows:

1.	<b>Date, location, time of the finding of Breach and its internal signature:</b>	<i>/stating date, location and exact time of the finding of the Breach and it is also recommended to number the Breach internally/</i>
2.	<b>Contact information of the DPO:</b>	<i>/title, name, surname, email and phone number/</i>
3.	<b>Contact information of the Chief of Security:</b>	<i>/ title, name, surname, email and phone number /</i>
4.	<b>Contact information of other persons with significant knowledge of the Breach:</b>	<i>/e.g. internal employee who contacted the DPO regarding the Brach/</i>
5.	<b>Basic Description of the Breach:</b>	<i>/DPO states in his/her own words what actually happened/</i>
6.	<b>BCR Members affected by the breach:</b>	<i>/DPO states whether the Breach affects specific BCR Members, the whole group, or whether some BCR Members were not affected at all./</i>
7.	<b>How the Brach was found:</b>	<i>/e.g. missing documents or files, automatic notification from the security software, notifying unusual network activity phenomena, logging data analysis notification, employee report, reporting to an IT consultant, notification from a processor, DPO's activity, mediation, receiving suspicious e-mail, receiving a cyber request for a ransom attack, Ddos Attack Online Services Features, Knowledge Acquired as a result of Applying Employer Control Devices</i>

<sup>9</sup> Article 35 (5) of the GDPR: *“The controller shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken. That documentation shall enable the supervisory authority to verify compliance with this Article.”*



		<i>to Employees, etc./</i>
8.	<b>Description of the nature of the Breach:</b>	<i>/description of a specific event that has been identified and that has the potential to jeopardize or violate the integrity, confidentiality, or availability of information that contains personal data. The event that has led to the accidental or unlawful destruction, loss, alteration, unauthorized provision of personal data or unauthorized access to information containing personal data should also always accurately characterized. At the same time, the list of data subject concerned and their estimate and the number of threatened or compromised data (e.g. number of records and data size in MB, GB, TB) should be reported to the data subjects affected by the Breach and their (approximate) number./</i>
9.	<b>Identification of the security measures taken to prevent the occurrence of the Breach:</b>	<i>/specification of the security measures and procedures that were intended to provide the protection against the emergence of an identified Breach within the internal policies, guidelines or security projects/</i>
10.	<b>Possible causes of the Breach:</b>	<i>/in the case of a Breach that results in high risk for the rights and freedoms of natural persons the internal investigation and audit of the Processor shall aim to identify the causes of the Breach, describing all relevant facts that have had an impact on the origin, impacts of the Breach detected/  /it is also recommended to provide a chronological description of the course of the incident, a description of the threats that have been made, the identification of the vulnerabilities that have been used and the way it has taken place, it is also advisable to list the affected assets affected by the breach, to identify and define the overriding security measures, if the breach has occurred despite the adoption of an adequate security measure and the foreseeable reason for overcoming such a security measure/  /it is also advisable to record what specific security measures or practices have been violated if there is a causal link between the occurrence of the Breach and the Breach and attempt to identify the person or persons responsible for the violation of the obligation and the internal rules in connection with the Breach/</i>
11.	<b>Relationship of the Breach and residual risk for the rights and freedoms of natural persons:</b>	<i>/the nature of the Breach in relation to residual risks and uncovered risks that the DPO has documented e.g. in security project under the previous legislation/</i>
12.	<b>Description of the likely consequences of the Breach:</b>	<i>/description of the identified and potential negative impacts of the Breach not only on the assets but also, the duty of confidentiality, the persons to whom the personal data in question were concerned, the legitimate interests of the client/</i>
13.	<b>Description of the measures taken or proposed to remedy the Breach:</b>	<i>/all actions that have been or are being proposed to be executed in specific terms by authorized personnel shall be listed to remedy the breach/</i>
14.	<b>Description of the measures</b>	<i>/The DPO indicates all actions that have been or are being</i>

	<b>intended to mitigate the adverse effects of the Breach:</b>	<i>proposed to be executed with specific deadlines by authorized personnel to mitigate the adverse consequences of Breach/</i>
15.	<b>Proposed updates to security measures:</b>	<i>/The DPO documents what steps have been taken to prevent similar incidents such as the Breach in the future./</i>
16.	<b>Assessment of the obligation to notify the data protection authority pursuant to Article 33 GDPR:</b>	<i>/The DPO answers the question: Is the Breach likely to result in a risk for the rights and freedoms of individuals? Justification of the statement./</i>
17.	<b>Assessment of the obligation to notify the data protection authority pursuant to Article 34 GDPR:</b>	<i>/The DPO answers the question: Is the Breach likely to result in a high risk for the rights and freedoms of individuals? Justification of the statement. /</i>
18.	<b>Reasons for missing the deadline for notification of the Breach to the data protection authority:</b>	<i>/Reason for failure to comply with the time period of 72 hours (3 days) - to be filled in only if the deadline was missed /</i>
19.	<b>Statement by the Statutory Body of the Processor (optional):</b>	<i>/The statutory body shall express its views on the Breach and approve the next procedure (in particular the decision on the notification / non-notification of the Breach /</i>

Based on the above documentation, the Processor suggest to the Controller to decide:

- To not notify personal data breach to the supervisory authority pursuant to the Article 33 of the GDPR; *„because the Breach is **unlikely to result in a risk** to the rights and freedoms of natural persons “*
- 
- To not notify personal data breach to the supervisory authority pursuant to the Article 33 of the GDPR; *„ because the Breach **is likely to result in a risk** to the rights and freedoms of natural persons “*
- 
- To notify personal data breach to the data subjects pursuant to the Article 34 GDPR *„ because the Breach **is likely to result in a high risk** to the rights and freedoms of natural persons “*
- 
- To not notify personal data breach to the data subjects pursuant to the Article 34 GDPR *„ because the Breach **is unlikely to result in a high risk** to the rights and freedoms of natural persons “*