



Additional agreement to Contract ...

Concluded today,, in the City of Sofia, by and between:

1. **HMC AD, with UIC: 203877597, with corporate seat and registered address at 9A, Al. Stamboliyski Blvd., City of Plovdiv, Yuzhen Region, Postal Code 4400, represented by the Executive Director Ivo Kirilov Vasilev, hereinafter referred to as the CONTRACTING AUTHORITY, on the one hand, and**

2. OOD, with UIC:, with corporate seat and registered address at, represented by, in his/her capacity as, hereinafter referred to as the **PROCESSOR**, on the other hand

Hereinafter individually referred to as the **Party** and jointly as the **Parties**

The Parties concluded the following Agreement (the **Additional Agreement**)

1. All terms used below and related to data protection have the meaning given in Regulation (EU) No 2016/679 of the European Parliament and of 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**) and their respective terms shall be interpreted accordingly, unless otherwise specified.

1.1. **Administrator** under the Additional Agreement means the Contracting Authority;

1.2. **Processor** under the Additional Agreement means the Processor;

1.3. **Personal data** means all personal data processed by the Processor on behalf of the Administrator and in accordance with the purposes and means determined by him pursuant to Contract ... (the **Main Agreement**);

1.4. **Services** mean services and other activities pursuant to Article 1 of the Main Agreement;

1.5. **Data subjects** – all natural persons whose personal data are being processed by the Administrator and/or the Processor during the provision of the Services;

1.6. **Applicable law** means: (a) the laws of the European Union or the Member States concerning the protection of personal data applicable to the Administrator and the Processor; and (b) any other applicable statutory document relating to the personal data being processed on behalf of the Administrator;

1.7. **Supervisory authority** means the Commission for the Protection of Personal Data (CPPD) or another leading supervisory authority, designated in accordance with the General Data Protection Regulation and the regulations on its implementation.

2. The Processor shall:

2.1. comply with the Applicable law during the processing of Personal data; and

2.2. not process Personal data other than the data specified in the documented instructions of the Administrator, unless the processing is required by the Applicable law, in which case the Processor shall warn the Administrator in advance, to the extent permitted by the Applicable law; and

2.3. not process Personal data for a period longer than the one necessary to achieve the goals set by the Administrator under the Main Agreement.



3. In accordance with the Main Agreement and to the extent necessary for the provision of the Services, the Administrator shall:

3.1. give instructions to the Processor:

3.1.1. to process Personal data on behalf of the Administrator; and

3.1.2. to transfer Personal data to recipients, as well as other countries or territories.

4. The Processor shall take all reasonable steps in order to ensure the reliability of any employee, representative or subcontractor, who may have access to the Personal data, ensuring on a case-by-case basis that:

4.1. the access is strictly limited to those who need to know/have access to relevant Personal data;

4.2. the access is indispensable for the provision of the Services; and

4.3. the access is consistent with the Applicable law, ensuring that the relevant individuals are subject to confidentiality obligations or professional or statutory confidentiality obligations.

5. Taking into account the condition of the equipment, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks to the rights and the freedom of the Data subjects and their severity, the Processor shall apply appropriate technical and organizational measures in order to protect the Personal data, including the measures referred to in Article 32 (1) of the General Data Protection Regulation.

6. During the assessment of the appropriate level of protection, the Processor must take into account, in particular, the risks that arise from the processing of Personal Data, in particular from the breach of their protection.

7. The Processor shall not assign or disclose Personal data to a subcontractor or other contractor (the **Sub-processor**), except with the prior written consent of the Administrator.

8. Regarding each such person, the Processor shall be obliged:

8.1. to ensure that the agreement between the latter and the relevant Sub-processor is settled by a written contract, including under conditions offering at least the same protection for personal data such as those specified in the Additional Agreement and complying with the requirements of Art.28, para.3 of the General Data Protection Regulation;

8.2. prior to the processing of Personal data by the Sub-processor, to take the necessary measures in order to ensure that the Sub-processor will comply with the requirements of Articles 4 to 7 of the Additional Agreement;

9. Taking into account the nature of the processing, the Processor undertakes the obligation to assist the Administrator by implementing appropriate technical and organizational measures with the purpose to fulfill the responsibilities of the Administrator so that the Administrator can respond to inquiries regarding the exercise of the rights of the Data subjects under the Applicable law.



10. The Processor undertakes the obligation to notify the Administrator immediately upon receipt of inquiry to the Processor or the Sub-processor by a Data subject with regard to exercise of rights under the General Data Protection Regulation.

11. The Processor shall notify the Administrator without any undue delay after he or the Sub-processor become aware of a security breach of Personal data by providing the Administrator with sufficient information in order to enable him to fulfill any reporting obligations to the Supervisory authority or to inform the Data subjects of the breach under the General Data Protection Regulation.

12. The Processor is required to cooperate with the Administrator and to take reasonable commercial steps, as instructed by the Administrator, in order to assist with the investigation, mitigation and removal of any such breach of such Personal data.

13. The Processor shall be obliged to cooperate with the Administrator during the preparation of any data protection impact assessments and prior consultations with the Supervisory authorities.

14. Within 30 days of the termination of the Main Agreement (the **Termination date**), the Processor shall delete and ensure the deletion of all copies of the Personal data.

15. The Processor or the Sub-processor may retain the Personal data of the Administrator to the extent and for the time required by the Applicable law provided that the Processor guarantees the confidentiality of the Personal data and that it is processed only for the purposes set forth in the Applicable law, requiring their storage, and for no other purpose.

16. Within 30 days from the Termination date the Processor shall issue a written certificate to the Company that it has complied with its obligations under Articles 14 to 15.

17. Upon request, the Processor shall provide the Administrator with all information necessary to demonstrate compliance with the Additional Agreement. The compliance with the Additional Agreement is subject to control by the Administrator through on-site visits and/or inspection of the Processor's systems, including for encryption of electronic communications.

18. In case the Processor and/or the appointed Sub-processor fail to fulfill their obligations under the Additional Agreement, the Processor shall be liable in the amount of the fine and/or the pecuniary penalty imposed by the Supervisory authority, whichever is higher.

19. All disputes arising out of or relating to this Agreement, including disputes arising out of or relating to its interpretation, execution or termination, as well as disputes concerning the replacement or omission of the agreement or its adaptation to any correspondence, shall be settled by mutual agreement, and when this proves impossible – according to the current legislation. The Bulgarian legislation shall be applicable.

20. If any provision of this Additional Agreement is invalid, the other provisions will remain valid and in effect.

This Agreement was drafted and signed in two identical copies – one for each of the Parties.

Contracting Authority:

Processor:

