

## **PIRELLI GUIDELINES ON DATA PROCESSING AGREEMENTS (DPAs)**

Pirelli companies worldwide (“**Pirelli**”) are committed to complying with all applicable data privacy and security laws for any personal data processed by its service providers (“**Service Providers**”). To that extent, the aim of this document is to explain Pirelli’s position regarding the negotiation of data processing agreements (“**DPAs**”).

For Service Providers acting as a “*personal data processor*” under Regulation (EU) 2016/679 of 27 April 2016 (so-called “*General Data Protection Regulation*” or “**GDPR**”)<sup>1</sup>:

- Pirelli’s position is that personal data processing carried out by the Service Provider shall be regulated by the document published on the Official Journal of the European Union on June 7<sup>th</sup> 2021<sup>2</sup> and designated “*Standard Contractual Clauses*”. The only customization can be related to Annexes I-IV<sup>3</sup> of the Standard Contractual Clauses, based on company custom versions of the Annexes publicly available on Pirelli’s *Supplier Portal*<sup>4</sup>, as well as with respect to compliance with obligations pursuant to applicable rules on international data transfers<sup>5</sup>.
- In case the Supplier is fine with the position above, Pirelli undertakes not to modify the *Standard Contractual Clauses*; the only amendments or updates will be related to Annexes I-IV only, as specified above.
- In case the Supplier is not fine with Pirelli position explained above, our standard document for engaging in negotiations regarding personal data processing will remain the format of the mentioned “*Standard Contractual Clauses*” and *relevant Annexes I-IV*. Any changes to such format may be subject to discussions (for example in case local Pirelli companies prefer to work on a different format).

For, Service Providers acting as a “*personal data processor*” (or similar definitions) under laws and regulations different from the GDPR:

- our position is that the format of the mentioned “*Standard Contractual Clauses*”, and relevant Annexes I-IV<sup>6</sup>, available in Pirelli’s *Supplier Portal*<sup>7</sup> should be the negotiating standard.
- Provisions regarding liability shall be governed by the main agreement. Accordingly, Pirelli Legal dpt. and Compliance Dpt. should always be involved in case any limitation of liability request is proposed by the Service Provider.

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<sup>1</sup> <https://eur-lex.europa.eu/eli/reg/2016/679/oj>.

<sup>2</sup> [https://eur-lex.europa.eu/eli/dec\\_impl/2021/915/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/915/oj) implementing Decision (EU) 2021/915 of 4 June 2021. For additional information [https://ec.europa.eu/info/sites/default/files/questions\\_answers\\_on\\_sccs\\_en.pdf](https://ec.europa.eu/info/sites/default/files/questions_answers_on_sccs_en.pdf).

<sup>3</sup> Annex I – List of parties to DPA; Annex II – Description of processing; Annex III - Technical and organizational measures to ensure the security of the data (including Security Incident Report); and Annex IV – List of sub-processors. Please note that all possible amendments of Annex III shall be discussed with Pirelli Cyber Security team.

<sup>4</sup> <https://www.pirelli.com/supplierportal/en-ww/index> - see also local sections.

<sup>5</sup> [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/rules-international-data-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/rules-international-data-transfers_en).

<sup>6</sup> Annex I – List of parties to DPA; Annex II – Description of processing; Annex III - Technical and organizational measures to ensure the security of the data (including Security Incident Report); and Annex IV – List of sub-processors. Please note that all possible amendments of Annex III shall be discussed with Pirelli Cyber Security team.

<sup>7</sup> See link above.