

UNIFIBER Reference Offer Commercial B2C

Annex 5

Data Protection

20th of September 2023



1. For the purpose of this Annex 5, “**Data Protection Legislation**” shall mean (i) Regulation 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) (“**GDPR**”), and (ii) the EU Directive on Privacy and Electronic Communications (“**Directive 2002/58/EC**”), and (iii) all applicable EU member state laws or regulations giving effect to or corresponding with the GDPR and Directive 2002/58/EC, all as may be amended, supplemented or replaced from time to time.

All other terms used in this Annex 5 shall have the meaning ascribed to them in the Data Protection Legislation unless otherwise stated or self-evident from the context.

2. Each Party, when processing personal data under or in connection with the Agreement, determines alone (and not jointly with any other Party) the purposes and the means of such processing. Each Party shall therefore act as a separate data controller.
3. The Parties agree that personal data may be shared between the Parties under or in connection with the Agreement, including (without limitation) in connection with the provisions of article 9 (Access Register).
4. When processing personal data under or in connection with the Agreement each Party shall:
 1. Comply with its obligations under the Data Protection Legislation;
 2. Be responsible for providing the information referred to in articles 13 and 14 of the GDPR to the data subjects;
 3. Not do or permit anything to be done through act or omission which would cause the other Party to incur any liability under the Data Protection Legislation;
 4. Ensure that it shares the personal data with the other Party in a secure manner;
 5. Provide reasonable assistance, information and co-operation where requested by the other Party in respect of data protection matters, including:
 - In respect of any matter which in the reasonable opinion of the other Party is required for ensuring that Party’s continued compliance with the Data Protection Legislation;
 - In respect of any claim and/or exercise or purported exercise of rights by a data subject under the Data Protection Legislation or any investigation or enforcement activity by the Belgian Data Protection Authority (“Gegevensbeschermingsautoriteit” / “Autorité de protection des données”) or any other Regulator, which relates to or is connected with the other Party’s processing of personal data under or in connection with this Agreement; and
 - Any breach of security, including any breach of this Annex 5 and/or any loss, destruction, damage of, or compromise to, any personal data.