ORGANISATION OF THE PROTECTION OF PRIVACY

BETWEEN : **ICE SA S.A.,** a company incorporated under the laws of Belgium, having its registered office at Place McAuliffe 34, 6600 Bastogne, Belgium, hereby represented by Mr. Jean-Pierre LUTGEN, CEO.

Hereinafter referred to as the « Data controller ».

AND : **YOU**

Hereinafter referred to as the « Data processor ».

PREAMBULE :

The Data controller has personal data, which it entrusts to the Data processor. The purpose of this contract is to govern the execution and organization of this treatment by the Data processor and to offer sufficient guarantees regarding the protection of privacy.

This agreement concerns more particularly the technical and organizational security measures - as mentioned in art. 32 of the European Regulation 2016/679 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 (« GDPR ») – that will meet the requirements of the Regulation and guarantee the protection of the data subject's rights. The terms 'personal data', 'process/processing', 'controller', 'processor', 'data subject', 'technical and organisational security measures' and 'supervisory authority' used in this agreement shall have the same meaning as in the GDPR.

When assessing the appropriate level of security, account shall be taken in particular of the risks involved in the processing, resulting in particular from the destruction, loss, alteration or unauthorized disclosure of personal data transmitted or otherwise stored or processed, or unauthorized access to such data in an accidental or unlawful manner.

ARTICLE 1: Purpose of the contract (article 28, paragraph 3, a RGPD)
The Data processor acts exclusively on behalf of the Data controller and will only consult and / or process personal data if and to the extent necessary for the performance of the contract. In doing so, the Data processor will follow all reasonable instructions from the Data controller.
In accordance with these instructions and the provisions of this agreement, the Data processor will only process personal data for the following purposes for the Data controller.

- Nature and purpose of treatment : promotion of the Ice/Ice-Watch watches
- Duration of the processing: maximum two years after the pictures have been made available to the Data controller, unless the owner of the personal data asks not to use the pictures and the first name/last name, as the case may be, anymore (in such a case, you will be informed by the Data controller) ; such date is available on each picture and the content will be deleted from http://partners.ice-watch.com/login.php once the deadline has lapsed ; should you receive the personal data by e-mail or through a link provided by the Data controller, the content must be deleted at the latest three months after receipt of the personal data
- Type of personal data processed: pictures and the first name/last name when it is mentioned on the picture

- Categories of data subjects: people authorizing the Data controller to use pictures and in some cases the first name/last name for promotional purpose.

ARTICLE 2: Compliance with the General Data Protection Regulations

The parties undertake in principle and explicitly to respect the provisions of the GDPR.

ARTICLE 3: Use of personal data (Article 28 (3) and (4) GDPR)

The Data processor will ensure that access is strictly limited to those individuals who need to know / access the relevant personal data, as strictly necessary for the purposes described in Article 1. The processing of the data concerned must always be organised in a secure manner.

The Data Processor is requested by the Data Controller to secure all the data made available through ICE's the website http://partners.ice-watch.com/login.php or made at your disposal otherwise by the Data controller.

The subcontractor will not keep the data longer than necessary for the provision of the service for which they have been made available. If the data are no longer needed, the Data processor will destroy them, being understood that the data will have to be destroyed at the latest within the delay mentioned on each picture if it has been downloaded from http://partners.ice-watch.com/login.php or three months after receipt thereof.

The subcontractor will consider the principles of data protection from the design stage and the protection of data by default with respect to its tools, products, applications or services.

ARTICLE 4: Use of processors (article 28 paragraph 4 RGPD)

The Data processor will use another processor (hereinafter referred to as "the subsequent processor") to carry out processing activities only if this one is required to comply with the same data protection obligations as set out in the present contract. If the personal data are exported outside the European Union, the Data processor shall ask the Data controller's prior approval regarding the subsequent processor. It is the responsibility of the Data processor to ensure that the subsequent processor is bound by a contract providing for data protection obligations that are identical or at least equivalent to the obligations imposed on you and put in place appropriate technical and organizational security measures in such a manner that the processing meets the requirements of the GDPR. The Data controller does not recognize any contractual relationship with these third parties.

All obligations imposed on the Data processor are also binding on each of its workers or suppliers for the services that concern them.

ARTICLE 5: Security Measures (Section 32 GDPR)

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 and data breach, the Data controller and the processor shall implement appropriate technical and organisational security measures to ensure a level of security appropriate to the risk including, as appropriate, the measures referred to in Article 32(1) of the GDPR before processing the personal data.

ARTICLE 6: Notification of personal data breaches

The Data processor undertakes to notify all (attempts) of illicit or otherwise unauthorized treatment or access to personal data or other confidential data. The Data processor shall notify the violation in

question as soon as possible and, if possible, no later than 24 hours after the discovery of the incident, unless the violation in question is not likely to create a risk to the rights and freedoms natural persons. This notification shall be accompanied by all relevant documentation to enable the Data controller, if necessary, to notify that breach to the supervisory authority concerned (including a description of the nature of the personal data breach including, if possible, the categories and the approximate number of persons concerned by the breach and the categories and the approximate number of personal data records concerned, the name of the contact from whom additional information can be obtained, the description of the likely consequences of the violation of personal data; a description of the measures taken or proposed by the Data processor to remedy the breach of personal data, including, where appropriate, measures to mitigate any negative consequences thereof; the moment the incident ended). The information may be communicated in a staggered manner without undue delay. In addition, the Data processor will take all steps reasonably necessary to prevent or limit any further breach of security measures and will notify the Data controller.

The Data controller shall notify data leaks that are subject to a legal notification requirement to the competent supervisory authority within the statutory time limits and, where appropriate, to the data subject.

ARTICLE 7: Control by the Data controller (Article 28 paragraph 3, h) GDPR)
The Data controller is entitled to monitor compliance with this contract. On request from the Data controller, the Data processor, at the Data processor's costs, must make available all the information necessary to demonstrate compliance with the required obligations within a reasonable period of time and allow the conduct of audits, including inspections, by the Data controller or other auditor he has appointed, and contribute to these audits.

ARTICLE 8: Right of information of data subjects and exercise of their rights
It is the responsibility of the Data controller to provide the information to those involved in the processing operations. Should data subjects submit requests to the Data processor for the exercise of their rights, the Data processor must address these requests as soon as they are received to the following email address : privacy@ice-watch.com and, if necessary, assist the Data controller to fulfill its obligation to respond to requests for the exercise of the rights of data subjects.

ARTICLE 9 : Liability (Section 82 (2) GDPR)
The Data processor is responsible for the damage resulting from the non-respect of the present contract as well as the requirements applicable to the Data processor enacted under the GDPR/ privacy law relating to the protection of the personal data.

ARTICLE 10: Obligation upon completion of the processing of personal data (Article 28 (3) (g) GDPR)
Upon completion of the provision of services relating to the processing of such data, the subcontractor undertakes to destroy all personal data.

ARTICLE 11: COMMISSION DECISION of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (the "Commission decision")

As the Data controller transfers the personal data to countries inside and outside the European Union, the Data controller and the Data processor, as far as this one is outside the European Union, agree that the Commission decision and in particular the standard contractual clauses mentioned in the Annex to the Commission decision applies between them. The Data processor shall promptly inform the Data controller should the full execution of the GDPR and/or the Commission decision for any reason whatsoever not be possible (anymore) and, in this case, the Data processor will not download nor use the personal data.

ARTICLE 12 : Duration of this contract

This contract comes into effect after it has been signed by the Data processor. The contract is in force as long as personal data from the Data controller are used.