EYDAP

PRIVACY POLICY FOR THE AWARD AND IMPLEMENTATION OF PUBLIC CONTRACTS

Introduction

The Athens Water Supply and Sewerage Company, doing business as EYDAP S.A., whose registered offices are at 156 Oropou St., Municipality of Galatsi, Tax ID No. 094079101 / Athens FAE Tax Office, as duly represented (hereinafter **EYDAP S.A.**) acting as *data controller* is bound by the provisions of **Regulation (EU) No 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 (General Data Protection Regulation*) in relation to tenderers/economic operators, contractors of public contracts announced and/or awarded and/or overseen by it, and any third parties involved in the contracts, namely subcontractors, other economic operators on whose skills the contractors rely, to respect their privacy and to remain alert to safeguard the confidentiality and safety of their personal data.

"Tenderers/economic operators" or "contractors" are for the purposes of this Privacy Policy, all economic operators who submit a tender or to whom a contract for works, design, provision of technical or other scientific services, supply, or provision of general services is awarded, as those terms are defined in Law 4412/2016 on public contracts for works, supplies and services (Government Gazette 147/A).

Purpose

The purpose of this Privacy Policy (hereinafter the **Policy**) is (a) to outline the framework within which EYDAP S.A. processes the personal data of tenderers/economic operators, contractors and any third parties involved in the contract and (b) to inform them about the type of data EYDAP S.A. collects, how it is processed (collection, entry, storage, use and transmission, etc.), the means for protecting personal data and the rights of data subjects (tenderers/economic operators, contractors and other persons involved in the contract) against such processing, which in all events must be done in a reliable, transparent manner.

If those persons are legal entities, EYDAP S.A. reserves the right to process the personal data of the shareholders, directors or members of supervisory bodies, administrators, legal representatives, and potentially the staff employed and other associates who may have undertaken to implement the scope of contract (such as members of the contractor's working groups implementing service agreements, who do not have an employment contract with it).

This Policy applies to all personal data processed by EYDAP S.A. irrespective of location and/or means of collection and/or storage.

Marianna Almpoura has been appointed as EYDAP S.A.'s Data Protection Officer (dpo@eydap.gr).

PART A

Controller and purpose for which personal data is processed

As controller, EYDAP S.A. is entitled to process the necessary personal data of tenderers/economic operators, contractors it has entered into contract with, and all third parties involved in the contract, such as subcontractors or parties whose experience is relied on.

The personal data of those natural persons are processed solely to evaluate them in the context of the award, implementation and support of public contracts (during implementation) which are to be signed or which already exist between those parties and EYDAP S.A., and for purposes related to the performance of their obligations deriving from the contract entered into, or directly from law, in accordance with the provisions of national and Union law.

What information is collected and in what cases

All personal data to be processed by EYDAP S.A. have been sent to it by the tenderer/economic operator or the contractor or are derived from clearly published data or from data held by public authorities which were lawfully accessed.

By way of example (though by no means exhaustive), this policy provides that the personal data of the said natural persons will be collected for purposes relating to the implementation of public contracts under Law 4412/2016, keeping a record of contracts and the service of documents, settling expenses and claims on both sides, and issuing payment orders.

The personal data collected by EYDAP S.A. in the context of its award procedures and the contracts eventually awarded to contractors (as appropriate in the case of each contract) may relate to:

- Name-surname
- Father's name
- Mother's name
- Date of birth
- ID details
- Tax Reg. No. / Tax Office
- Email
- Address
- Telephone
- Fax
- Extract from the criminal record for members of the Board of Directors or supervisory body, CEO, administrators, legal representatives
- Certificate that there is no bankruptcy and/or bankruptcy proceedings

- Certificate that business operations have not been suspended
- Tax and social security clearance forms
- Degrees

- Details of business activities
- Various skills - work
- Experience
-

- IBAN
- Whether registered with tax office

If a specific tenderer/economic operator, contractor or third party involved in a contract submits documentation on their own initiative containing other categories of ordinary personal data or special categories of data not specified in the paragraph above, that data is provided freely, and with their express consent, and will be processed in the context of the said purposes if that is necessary.

The personal data of the said persons will begin to be processed when they express interest in participating in an EYDAP S.A. award procedure, after submitting a tender accompanied by the data specified by the tender notice or the specifications for the procedure, such as name-surname, father's name, Tax ID No., address, telephone, extract from the criminal record, etc. which may be stored in electronic format or otherwise. The type of personal data processing operations (during the pre-contractual and contractual stages) depends on the provisions governing each procedure (tender notice, etc.), in line with the national and Union law on public procurement and must be done, inter alia, to evaluate tenders, communicate with economic operators and with contractors after the contract has been signed.

Legal basis for the processing of personal data

EYDAP S.A.'s legal basis for the processing of data is the exercise of official authority by it, insofar as it manifests itself through public procurement procedures and the award of public contracts under Law 4412/2016, and through overseeing implementation of the relevant contracts which will be entered into. In the context of such award procedures (the pre-contractual stage) and during implementation of the contract by the contractor and any third parties involved, such as subcontractors (the contractual stage) (a) the personal data of economic operators participating in the competitive or non-competitive procedure in

accordance with Law 4412/2016 and the tender notice (if applicable) are evaluated in order to assign and award the public contract and (b) compliance with contractors and third parties' contractual commitments is ensured processing their personal data (via data storage, for example).

It is clear from the foregoing points that the legality of EYDAP S.A.'s processing of the personal data of tenderers/economic operators and contractors is also based on: compliance with legal obligations of EYDAP S.A. deriving in particular from Law 4412/2016; the safeguarding of the public interest by ensuring through public procurement that the squandering of public money is avoided; and the promotion of EYDAP S.A.'s legitimate interests.

Transfer and disclosure of personal data to third parties

The data of the said persons (tenderers/economic operators, contractors, etc.) may be disclosed to third parties, whether natural or legal persons, and public authorities or may be disclosed and processed by third party associates of EYDAP S.A. acting under the latter's supervision and guidelines, as data processors whom EYDAP S.A. has bound by contract to ensure they process personal data in accordance with Article 28(3) of Regulation (EU) No 2016/679 (such as companies which undertake to use and manage IT systems, consumer communications, the dispatch of bills and updates, administrative support for EYDAP S.A.'s units), collaboration with which is considered necessary to effectively implement their relationship and to effectively run EYDAP S.A. The policy on personal data processing by processors on EYDAP S.A.'s behalf, as controller, is set out in Part B hereof.

Detailed information about the names of our associates is available upon request.

Retention of personal data

Personal data is retained and processed during the entire award procedure, and throughout the contractual relationship between contractors and EYDAP S.A. and throughout the terms of individual contractual obligations, depending on their nature.

After the public contract is completed in accordance with the specific terms contained in it, or after any termination of the contract, personal data will continue to be processed by EYDAP S.A. solely for the purpose of storage, record-keeping and/or where claims are made by any party with a legitimate interest and/or for the purpose of audits by the public authorities.

Rights and how to exercise them

The Regulation acknowledges and safeguards the following rights of tenderers/economic operators, contractors and third parties involved in the contract:
- ✓ the right to transparent, comprehensible and easily accessible information about how to exercise rights under the Regulation (Articles 12, 13, 14, 15 to 22 of the Regulation), namely the right to learn how personal data is used (as set out in detail in the Proper Usage and Privacy Policy posted on EYDAP S.A.'s website, www.eydap.gr)
- ✓ The right of access to personal data that has been collected (Article 15 of the Regulation). Note that EYDAP S.A. will provide a copy of personal data if so requested by the data subject. If you require additional copies, EYDAP S.A. reserves the right to impose a reasonable charge. The right to obtain a copy does not negatively affect the rights and freedoms of other persons.
- ✓ The right to rectification of any inaccurate personal information (Article 16 of the

Regulation).

✓ The right to erasure of data (the right to be forgotten) (Article 17 of the Regulation). The right to erasure - right to rectification cannot be implemented insofar as processing is necessary to comply with a legal obligation, for reasons of public interest, to establish, exercise or defend legal claims or for archiving purposes, scientific or historical research purposes or statistical purposes, by EYDAP S.A.

✓ The right to secure a restriction on the processing of personal data other than storage (Article 18 of the Regulation).

✓ The right to object to the processing of personal data (Article 21 of the Regulation). In other words, data subjects (tenderers/economic operators, contractors, etc.) are entitled to object on grounds relating to their particular situation, at any time to processing of personal data concerning them. However, in the context of the award and implementation of public contracts, EYDAP S.A. reserves the right to process personal data despite objections from any of the above persons, where there are vital and lawful grounds for pressing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims under the public contract.

✓ The right to withdraw consent given (Article 7 of the Regulation), which is to say data subjects can withdraw their consent at any time solely and exclusively for processing done on the basis of prior consent. The legality of personal data processing done during the time period prior to withdrawal is not affected by the withdrawal of consent.

✓ Right to complain to the competent supervisory authority: The Hellenic Data Protection Authority (1-3 Kifissias Ave., Athens, GR-1153, +30 210 6475600, contact@dpa.gr) if the above rights are violated.

Data subjects can exercise their rights by sending an email to the address dpo@eydap.gr or a letter to 9 Ilission St., Athens GR-15771, by filling out the forms provided for exercising their rights.

We ask that requests be accompanied by appropriate evidence to identify you, and EYDAP S.A. expressly reserves the right to request additional information to identify you and confirm your particulars.

Technical and organisational measures

EYDAP S.A. ensures that suitable and necessary technical and organisational measures are taken to safeguard personal data from a technological and physical safety perspective in accordance with Article 32 of the Regulation, such as encryption and regular testing, access restrictions, installing cameras in specific areas, issuing special codes to authorised personnel to access databases, etc. and it complies with the processing principles in accordance with the letter of the Regulation, namely the principles of legality, objectivity and transparency, restricted processing purposes, data minimisation, accuracy , limited storage periods and data integrity and confidentiality (Article 5 of the Regulation). To safeguard privacy, we implement best personal data security practices, by adopting the necessary technical and organisational measures specified in the Regulation. Data safeguarded against loss of availability and to ensure the integrity and confidentiality of the information.

What happens in the case of a personal data breach
Despite EYDAP S.A.'s due diligence when it comes to the processing of your personal data, it is ready to address any breaches in time, to safeguard you as best as possible.
If there is a personal data breach you are obliged to promptly notify EYDAP S.A. once you

become aware of it, by telling us about the type of personal data breach. Some examples include:
1) Loss of correspondence or correspondence being read by unauthorised recipients, 2) hacking, 3) malware such as viruses or ransomware, 4) phishing, 5) erroneous publication/disclosure of data, 6) revealing / providing / sending the wrong person's data, and 7) erroneously spreading information orally.
Check whether the breach was due to your fault and collect all information needed which EYDAP S.A. can use to redress the situation.

PART B

Processors of personal data

When the contractor acts as a **processor** of personal data on its own or together with third parties involved in the contract (such as subcontractors), who for the purposes hereof are defined as **sub-processors**, and there is a contractual relationship between them different to the contractor's contractual relationship with EYDAP S.A., that party is entitled to process personal data of the following persons (this list is indicative only) on EYDAP S.A.'s behalf where that processing is necessary to implement the public contract which has been entered into: Customers, employees, associates, advisors and suppliers of EYDAP S.A. which is the controller. Regulation (EU) No 2016/679 applies in this case too.

The points set out in this policy below also apply to sub-processors.

The processor ceases all work on the personal data being processed in accordance with EYDAP S.A.'s instructions, as set out in detail below upon expiry or termination in any way of the public contract entered into or on written instructions from EYDAP S.A. (as the controller). However, the obligations the processor undertakes after signing the contract continue to apply despite the termination or end of the public contract in any manner.

The processor:
  i. processes personal data only for the purpose of the agreed processing, and in accordance with documented instructions from EYDAP S.A., unless such processing is required by the current regulatory and legal framework applicable to the processor. In that case information about that must be provided to EYDAP S.A. before the personal data is processed.
  ii. complies with the applicable legislative framework on the processing of EYDAP S.A.'s personal data, and is responsible for proving compliance with it and promptly notifies EYDAP S.A. if, in its opinion, EYDAP's instructions or orders violate the applicable legislative/regulatory framework.
  iii. implements all necessary technical and organisational measures to protect personal data in accordance with the following.
  iv. keeps a record of processing activities for data processed on behalf of EYDAP S.A. in accordance with the provisions of Article 30(2) of the Regulation.
  v. guarantees the confidentiality of personal data that may be processed in the context of the public contract.
  vi. ensures that, by taking suitable measures, all persons who are authorised (such as staff, subcontractors, agents) process personal data based on the terms agreed in the public contract, and only they have access to it. Those persons:
(a) are authorised to process personal data and only process it on EYDAP S.A.'s instructions.
(b) undertake to ensure confidentiality or are subject to a suitable legal duty of confidentiality even after termination of their involvement in processing in any manner.

(c) have access only to the information, data and structures absolutely necessary to perform and implement the purposes of the public contract and to comply with the applicable legislative/regulatory framework in the context of their duties as processors.

(d) receive the necessary training on how to protect personal data.

vii. checks, in relation to tools, products, applications or services, compliance with principles of privacy by design and privacy by default.

viii. assists EYDAP S.A. during data protection impact assessments (DPIA) and prior consultations with the supervisory authorities or other competent data protection authorities, which arise under the provisions of the applicable legislative framework, which cover EYDAP S.A., due to the processing of personal data, taking into account the nature of the processing and the information which have been provided to the processor.

The processor-contractor may use another processor (such as a subcontractor) to perform specific processing tasks. In that case, the controller must be notified in advance of any proposed changes involving the addition or replacement of other processors. That information must clearly state the processing tasks assigned to external associates, the identity and contact details of the processors and the dates on which they worked. That processing may only be done if the controller does not raise an objection within a reasonable time.

If other processors are engaged, the processor must obtain specific advance approval from the controller. The original processor is responsible for ensuring that the sub-processor offers the same adequate safeguards in terms of implementation of suitable technical and organisational measures, so that processing meets the requirements of European data protection laws.

The original processor remains fully responsible to the controller even if a sub-processor does not perform its data protection obligations.

Technical and organisational measures

The processor must implement suitable technical and organisational measures to ensure a suitable level of security against risks including as appropriate:

(a) pseudonymisation and encryption of personal data, particularly when sending and storing it.

(b) the ability to safeguard the confidentiality, integrity, availability and reliability of processing systems and services on a continuous basis.

(c) the ability to restore availability and access to personal data in a reasonable time, in the event of a physical or technical incident.

(d) a procedure for regular testing, assessment and evaluation of the effectiveness of technical and organisational measures, to ensure safe processing.

(e) assessing possible security levels, taking into account the risks arising from personal data processing, namely: accidental destruction, illegal destruction, loss, corruption, disclosure or unauthorised access.

(f) proof of compliance with pseudonymisation - encryption, safeguarding the confidentiality - integrity - availability - reliability of data, the adequacy and suitability of technical - organisational measures which ensure personal data protection and which entail: complying with an approved code of conduct or approved certification mechanism.

(g) natural persons who have access to personal data act under the supervision of the processor and on written instructions from the controller, or in accordance with a legal obligation.

The processor must declare at the time the public contract is signed, and at any other time

requested by EYDAP S.A., and warrant that it has a business continuity plan / disaster recovery plan which allow the continuity of all means required to provide the contractual services and the unimpeded and uninterrupted provision thereof to EYDAP S.A. and the availability of personal data. In that context the processor must update and test the plan against every development, and every incident, agree to checks by the controller of the plan's adequacy and make every concerted effort to implement corrections requested by a competent inspecting body or by EYDAP S.A. within the timeframe laid down.

Exercise of rights by data subjects - Procedure for responding to subjects' requests

To the extent possible, the processors must assist the controller to perform its obligation of responding to requests from data subjects to exercise their rights: the right of access, right to rectification, rights to erasure and to object, the right to restrict processing, the right not to be subject to automated individual decisions (including profiling).

The processor:
- informs EYDAP S.A.'s Data Protection Officer promptly if the processor or the sub-processor (such as a sub-contractor) receives a request from a data subject, relating to the controller's personal data and
- ensures that third parties involved in the contract (such as sub-contractors) do not respond to requests outside the controller's guidelines or as required by the applicable legal framework, to which the processor is subject, so the processor insofar as the applicable legal framework permits informs the controller about that requirement before responding to the request.

Inspection of the processor

The processor is obliged, following a request from the controller, to make available to it all information (such as the relevant certificates, inspection reports, results of regular tests, assessments and evaluations of technical and organisational measures) required by the controller to demonstrate that it is complying with its obligations deriving from the public contract and the applicable legal framework.

During such time as the public contract is in effect, and for 12 months after the end of processing, the controller is entitled at any time to check at own expense, and the processor is obliged to provide the controller's employees, the independent inspector authorised by the controller and/or their representatives, access to its facilities and those of third parties involved in the contract who acted as processors (if applicable) to data, files, checks, policies and procedures, which are related to processing, in order to confirm that the processors comply with the obligations in the contract and the legislation.

That inspection will be carried out after EYDAP S.A. gives the processor written notice of the inspection at least 5 working days before the inspection, which will also cite the particulars of the natural persons who will carry out the inspection and its estimated duration.

The processors (contractor, subcontractor, if applicable, etc.) are not obliged to provide access to their facilities for the purposes of the inspection:
a. to anyone if they do not provide proof of their identity and their right to conduct the inspection
b. outside of business hours at the processor's facilities.

The controller may conduct an inspection without giving notice to the processor in the manner stated above where:
a. there is an emergency or personal data breach or
b. the controller reasonably considers it necessary to carry out the inspection due to well-founded indications of non-compliance with the public contract by the processor or
c. the controller is obliged or has been asked to carry out the inspection under the legal framework, a decision of the supervisory authority or similar regulatory authority responsible for implementing the applicable legal framework in any country or d. the controller is obliged or has been asked to carry out the inspection at the request of data subject, which raises issues of the legality of processing.

The processor must immediately take measures to redress errors or omissions, where EYDAP S.A. identifies such, and to do so in accordance with the latter's recommendations, within the timeframe specified.

Dispatch of personal data

Personal data is sent to the processor by EYDAP S.A. and is processed by its authorised staff. The processor does not send EYDAP S.A.'s personal data to recipients and/or third parties except where a request is submitted by a data subject and/or EYDAP S.A. in which case the personal data may be returned to it or to the data subject.

If the personal data needs to be sent to recipients other than those specified in the previous paragraph, the processor must inform the controller in writing of the dispatch terms and obligations, and must not send the personal data before obtaining the controller's written consent.

The processor must not process or send personal data outside the European Union or to countries or international organisations the European Commission has decided do not ensure an adequate level of protection, without obtaining the controller's prior written consent (namely EYDAP S.A.).

Sub-processors engaged by the contractor

The processor must inform the controller in writing before engaging another sub-processor and assigning work to it, including all information which will be processed by the sub-processor. Within 30 days of receiving that request to assign processing to a subcontractor, the controller is obliged to inform the processor whether or not it accepts the use of a subcontractor. Only where the controller gives the processor express written consent to engage a specific sub-processor, and the processor is empowered to give guidelines to the sub-processor similar to those which have been given to it by the controller, namely to process personal data provided by the controller on in its behalf and its instructions, will processing be assigned to the sub-processor. The processor and any person acting on its behalf is obliged not to assign (or disclose) personal data to any third party involved in the contract before obtaining the controller's express written consent.

The processor warrants that any third party involved in the contract who has been approved by the controller prior to processing personal data on the controller's behalf enters into contract with the processor under the same rights and obligations specified in the terms of this policy and the public contract and the applicable legal framework and that the processor takes all steps necessary and provide all safeguards needed to ensure an adequate level of protection for the controller's personal data.

Where the sub-processor does not comply with its obligations to protect personal data, the processor remains fully liable to EYDAP S.A. for compliance with the sub-processor's obligations.

SECURITY INCIDENTS - BREACHES

The processor declares and warrants when signing the public contract that it has put in place and implements information security policies, including ones on managing breaches, and that its staff and all its agents in general, who have access to or process personal data are aware of the relevant policies and procedures and have received all guidance needed about how to address personal data breaches.

The processor is obliged to inform the controller within 24 hours from the point in time when the processor or any sub-processor became aware of the personal data breach which affects the controller's personal data, by providing the controller with adequate information that will allow it to comply with the requirements on notification of personal data breaches to the supervisory authority and/or data subjects, in accordance with the provisions of the applicable legal framework and Articles 33 and 34 of the Regulation.

That information must include, where possible, the categories and approximate number of data subjects and EYDAP S.A. files the incident relates to, the impacts and potential consequences for EYDAP S.A. and the data subjects affected by the security incident, and the corrective measures to be taken by the processor.

In the event of a breach, the processor must promptly, and at own expense (insofar as the security incident is due to a breach of its obligations under the public contract), implement all corrective measures to address the causes of the security incident and must consult EYDAP S.A. in good faith about the necessary and reasonable rectification efforts being made. The processor must provide all reasonable assistance required by EYDAP S.A. in the context of the corrective measures it is taking.

The processor must ensure that those rectification efforts provide, without limitation for prevention of a re-occurrence of the same type of security incident and must inform EYDAP S.A. about all corrective measures taken and the rectification efforts made.

The processor is obliged to provide any type of information to the email address dpo@eydap.gr and the phone line **+30 210 749 5156.**

The processor is obliged to collaborate with the controller and to act on the controller's instructions in order to assist it investigate, limit and address all personal data breaches.

The processor warrants that the sub-processors it has entered into contract with under a separate agreement implement personal data breach management policies with similar procedures and have taken all corresponding measures.

This obligation to provide information does not negate other obligations of the processor to provide information which have been specified in the public contract and which remain in effect.

Personal data erasure or return policy

The processor and/or sub-processor is obliged to erase personal data of the controller within a period of 10 days from the date on which the processor ceases processing and the processor must confirm erasure of all copies of the personal data it received from the controller and any it has sent to the sub-processor.

The controller may at its discretion require the processor in writing, no later than the date on which processing is terminated, to return all personal data of the controller in a secure backup file, whose format is agreed in advance with the controller and/or to erase all other copies of the controller's personal data processed by the processor and/or any sub-processor, while also confirming such erasure.

The processor and/or any sub-processor must retain the controller's personal data when so required by the applicable legal/regulatory framework, and only for the time required, provided that the processor ensures that the confidentiality and security of all the controller's personal data is ensured and that processing of the personal data is only done for the specific purposes of storage, and for no other reason.

The processor must provide the controller with a written certificate that it and the sub-processors fully comply with the provisions of this policy and the public contract within 2 months of the date on which processing ends, unless that certificate needs to be submitted earlier due to a complaint filed with the Hellenic Data Protection Authority or due to any judicial or extrajudicial dispute, in which case the certificate must be provided immediately.

Failure to comply with the policy and the relevant provisions of the public contract

Failure to comply with the obligations of the processor and/or sub-processors set out in this policy, and specified in the public contract entails the penalties specified in the public contract being imposed. The processor is responsible for any fault on its part, that of the sub-processors and its agents in general and is obliged to make good in full all loss of EYDAP S.A. which is due to or associated directly or indirectly with the processor's breach of the terms of the public contract and/or the legislative framework in force from time to time.

In the event of a breach of any obligation it has assumed towards EYDAP, the processor is deemed to be the controller.

Each tenderer/economic operator, contractor and third party involved in performing tasks under the contract entered into between EYDAP S.A. and the contractor, by reading this document, takes cognisance of processing in accordance with Regulation (EU) No 2016/679 exclusively for the purposes mentioned and for compatible purposes and of the obligations of the processor and any sub-processors. By participating in the EYDAP S.A. award process and signing the public contract data subjects are deemed to have been apprised of and consent to the processing of their personal data.