



INFORMATION CONCERNING PERSONAL DATA PROCESSING PURSUANT TO EU REGULATION 2016/679 (GDPR) FOR THE INTELLYATHLON SERVICE

Introduction

The authorized driver who has in use the vehicle subject to a long-term rental framework contract signed by his Customer / employer with Athlon Car Lease Italy Srl (from now on also only "Athlon"), pursuant to and for the purposes of Articles. 13 and 14 of EU Regulation No. 679 of 2016 (hereinafter GDPR), is informed and gives its express consent regarding the processing of personal data and the exercise of the related rights related to the IntellyAthlon Service, as described below and whose activation is requested.

1. Data controller and data protection processor

Data controller pursuant to art. 4 of the GDPR is Athlon Car Lease Italy S.r.l. a Socio Unico – share capital Euro 10,000 i.v., Via Carlo Veneziani n°56 – 00148 Rome, Tel (+39) 06.412071 – Fax (+39) 06.41207222, P. VAT/C. Tax 10641441000 – R.E.A.: RM1245920 - www.athlon.com/it. Data protection officer is Daimler AG Chief Officer Corporate Data Protection HPC G353-70546, Stuttgart Germany e-mail: data.protection@daimler.com. The personal data processed for the realization of the IntellyAthlon service will not be disclosed. The personal data processed for the realization of the IntellyAthlon service may be communicated to third parties to whom Athlon entrusts the realization of certain activities to pursue the purposes of the service, always for the sole purpose of execution of the contractual relationship and for the fulfillment of the obligations imposed by law. In this case, these subjects will operate as independent Data Controllers or will be designated as Data Processors pursuant to art. 4 GDPR. To the designated Data Processors, Athlon as data controller will give adequate operating instructions, with particular reference to the adoption of minimum security measures, in order to guarantee the rights of the data subjects and the security of the data and in any case will conclude with them special processing agreements having the contents referred to in art. 23 GDPR.

The third parties mentioned above are by way of example: Targa Telematics Spa with registered office in Treviso, Via Reginato 87 in Treviso and Echoes, with registered office in La Crau (FR), 1162 Chemin Du Moulin Premier, which will act as Data Processors of the data of the authorized driver and vehicles (as appointed by the data controller), with particular reference, also and not only, to the location data of the latter as well as for the purposes of the service indicated below and strictly connected to its execution; insurance companies (including, in particular, Generali S.p.A., Cattolica S.p.A.) and/or insurance intermediaries that will operate as independent Data Controllers for the purposes related to the management of vehicle insurance policies and the settlement of claims; Roadside Assistance Centres as Data Processors; the medical-roadside assistance structures as data controllers; the International Central Sat Srl Operations Centre with registered office in Via Giudecca 69 Trapani and Unità Gamma srl with registered office in Via Cav. By V. Veneto 8, Tortona, operating within the territory of the European Union that supports Athlon in the process of recovering the vehicle in case of theft, as Sub Data Processors; Consultants and Professionals as independent data controllers; the Public Authorities competent for the recovery of vehicles as autonomous data controllers; debt collection companies such as, by way of example, San Giorgio Servizi S.r.l.



2. Description of operations/services

In particular, with this document, the authorized driver acknowledges that on the vehicles rented to him there is a Primary Device and optionally a Secondary Device. Primary device means a Tracking device connected directly to the vehicle's electrical network. The Primary devices can be the Targa box GV55, the Targa box GV300TP or the original equipment devices already present inside the vehicles. All Primary devices are connected to the Targa Telematics telematic platform. The primary original equipment devices are also connected to echoes' telematics platform. Secondary device means the Targa Ghost GL50 self-powered tracking device connected to the Targa Telematics telematics platform that is installed to obtain a greater probability of recovery of the car in case of theft.

The telematics platform connected to the primary devices allows you to perform the following operations:

- a) **location of the vehicle, recovery of the same in case of theft and misappropriation**: the authorized driver, pursuant to current legislation on Privacy, declares to be aware that the vehicles covered by the rental contract are equipped with devices capable of detecting the geographical coordinates of the position of the same (tracking and positioning). Therefore, in case of theft or robbery, the authorized driver can contact the Operations Center (through which the stolen vehicle is recovered and the authorized driver is always contacted in the event of an accident) at the black number 011 2399 353, indicating the license plate of the vehicle and providing the identification / authentication credentials or through the email address athlon.security@targatelematics.com. Alternatively, in the case of original equipment localization devices connected to Echoes, San Giorgio Servizi S.r.l. will be involved. In addition, the Operations Centre intervenes in the management of passive alarms (theft profile "on demand"), i.e. in the event of alarms reported and/or communicated directly by the authorized driver to the Central Office itself. The latter, following authentication, proceeds to locate the vehicle and communicates it to the Authorities who are responsible for the material recovery of the same (even if the Operations Center keeps the vehicle under constant observation until the end of the emergency). Finally, the authorized driver will digitally send Athlon the copy of the complaint issued by the Authorities. The Operations Centre, upon the occurrence of alarms identifying a potential theft event, proceeds with the localization of the vehicle and proceeds with the communication to the Authorities who provide, in turn, the notification of the event to Athlon. If the vehicle is found, the Operations Centre will immediately notify the authorized driver. In case of misappropriation, the Operations Centre is activated by Athlon following a complaint to the Authority and the Operations Centre itself, in agreement with the Authorities, takes care of locating the vehicle for its recovery. In the event that the Ghost Targa Secondary Device is also present, the Operations Center will be able to locate the vehicle also thanks to the information sent by the Secondary Device.
- b) **reconstruction of any accidents ("crash report")**: the devices (locator) installed on the vehicles are equipped with an accelerometer and gyroscope able to recognize an accident or "crash" event and to acquire qualitative and quantitative information. Based on this information, upon the occurrence of an event (accident) or upon receipt of a claim for damages from the counterparty for the purpose of managing the insurance practice, a report will be produced through which it will be possible to reconstruct the dynamics of the accident thanks to the following information: time and place of the event; type of road; speed before impact; stopping time after impact; accelerations on the three axes. The information is organized in a report that will be available for download in a short time from the event. In case of "crash" alarms at the Operations Center, contact with the authorized driver is expected as soon as possible;



- c) **vehicle maintenance:** the devices installed on the vehicles also allow the authorized driver to manage the scheduled maintenance (GV55, GV300TP device, OEM box) and / or extraordinary (in case of GV300TP device or OEM box) of the same. In this regard, for the regular management of maintenance deadlines, Athlon can create different maintenance profiles, built according to the type of vehicles and the interventions to be planned for each of them. When a vehicle is assigned a maintenance profile, the system will automatically start counting, considering the current anonymous data (Km, engine hours and time running times) of the vehicle and can expire, thus, the scheduled interventions. For vehicles equipped with the devices that provide this service, Athlon will have the right to request the authorized driver to provide an email address and / or mobile phone where to receive alerts and communications regarding the regular maintenance of the vehicle;

- d) **engine start block:** this functionality can be activated in case of misappropriation of the vehicle. In fact, in this circumstance, Athlon must promptly report to the competent authorities the misappropriation of this and, immediately after, must notify the Operations Center, sending a copy of the complaint and, possibly, requesting the blocking of the start of the vehicle. It will then be the responsibility of the Operations Center to contact the competent Authorities, and coordinate as well as lend its collaboration to manage the recovery operations of the vehicle itself. Once the latter has been identified, the Authorities shall provide authorisation to unlock the goodwill. In case of theft of the vehicle, the procedure described in point a) above will be followed and it will be at the discretion of the competent Authorities, based on the dynamics of the event, to give instructions to the Operations Center to block or not the start of the vehicle;

- e) **So-called "fleet management":** through the use of such devices, the display in favor of the authorized driver of the assigned car will be allowed. You may have available, through special web portals with dedicated users, the following information: history of the routes taken by the vehicle and detailed data such as (date, time, geographical address, speed, on/off, km traveled per journey, acceleration/deceleration) authorized driver; the comparison of the vehicle's emissions with the fuel consumption and emissions declared by the vehicle manufacturer; the geographical coordinates of the vehicle through GPS data; the visualization of the vehicle on a map through the reverse geocoding function; the display on the map of icons indicating whether the vehicle is on/in motion/or off (GPS data and on/off detected by the device); the detection of the main impact and its intensity; the times of switching on/off and calculation of the vehicle's commitment (hh:mm) (GPS data and on/off detected by the device); the percentage of driving at speeds above the permitted limit in the specific type of road travelled (GPS data compared with administrative map layers); analyze in detail the activity of the vehicles with particular reference to the mileage carried out in certain periods of time, start and end of daily activity, stops with the engine off / on, speed.

- f) **Diagnostics:** this specific solution is provided only in case of installation of the Targa GV300TP device or the original equipment device, which being able to directly access the information of the Vehicle CanBus, allows the telematics platform to highlight further quality information such as: fuel consumption and refuelling, litres of fuel fed into the tank, date and time of refuelling, km before refuelling and after refuelling compared with consumption declared by the Vehicle Manufacturer); the measurement of punctual mileage/real kilometers (odometer reading); preventive and predictive maintenance interventions (automatic alert in the presence of errors, automatic alert parameters out of range, historical alert of reports / anomalies) through the analysis of the date / time alert, real kilometers, type of signaling such as coupon, headlights, dashboard lights, etc.; the



driving style through, the consumption declared by the Vehicle Manufacturer, the emissions declared by the Vehicle Manufacturer, the battery level of the electric vehicles, the electric recharges made, the battery level at the beginning of charging and at the end of the charging, the duration of charging, the percentage of use in electric mode in the case of plug-in hybrid vehicles.

Athlon informs the authorized driver that the service may be provided with "privacy mode" (temporary deactivation during breaks from work), in order not to allow the temporary processing of personal data. It is understood that the devices described in this way do not pose any risk to the health and / or safety of the driver, nor do they determine a decrease / exclusion of the manufacturer's warranty on the vehicle on which they are installed. In any case, by disconnecting the devices, it will no longer be possible to perform the aforementioned activities (such as, for example, the location of the vehicle, etc.) and contemplated in the IntellyAthlon Service.

3. Purpose of personal data processing

The processing of data takes place for the purposes represented by the realization of the operations and services referred to in paragraph 2 that are related to the execution of the IntellyAthlon Service and are instrumental to the management of contractual relations with the authorized driver, with particular (but not exclusive) regarding the verification of the success of requests for the location of vehicles in case of theft and / or misappropriation, the acquisition of elements useful for the reconstruction of any claims reported by the authorized driver and / or by the counterparty insurance company (without prejudice to the processing of data collected in this way also in court and at the competent authorities, as well as for the fulfillment of the related legal obligations also of a fiscal or accounting nature). The processing of data also takes place for the fulfillment of legal obligations where applicable pursuant to art. 6 paragraph 3 of the GDPR.

4. Legal basis of the processing

The legal basis for the processing of all personal data deriving from the use of the geolocation systems indicated above, including those that may abstractly allow profiling processes of the data subjects, is represented by the explicit consent of the data subjects.

5. Categories of personal data processed

In the light of the description given so far, the personal data processed through the use of the IntellyAthlon Service and transmitted via the GSM – GPRS network concern: personal data, landline and mobile telephone numbers and e-mail address as well as data relating to vehicles and their use; the distance of the vehicle (places, speeds, distances); the places and times when the engine was switched on and off; the location and location of the vehicle through the geographical coordinates provided by the on-board device; some "alerts" / warnings in case of cutting of the battery cables, regarding battery diagnostics, backup battery of the device or in the event of movement of the vehicle with the key off; the data listed above and connected to the services of cd. "fleet management" and diagnostics (if specially activated).

6. Recipients or categories of recipients of personal data

Personal data will not be disclosed. They may be communicated to the subjects referred to in paragraph 1 exclusively for purposes related to the exercise of the IntellyAthlon service, or to the execution of contractual



relationships with the authorized driver, and for purposes related to the fulfillment of any applicable legal obligations. It is not possible to transfer personal data to a third country.

7. Retention period of personal data

Pursuant to art. 5 of the GDPR and the applicable Italian legislation, the location data of the vehicles and the additional personal data related to the performance of the IntellyAthlon service will be stored for the period strictly necessary to achieve the aforementioned purposes except for the further retention period of the same as a result of any judicial disputes or to guarantee the judicial protection of the rights of the parties (in particular with reference to the terms of prescription provided for by applicable law). In this regard, with reference to the duration of the data processing / management period, it should be noted that the service providers also guarantee the removal of all data every six months through automatic procedures inserted within the systems, designed to intercept information that is no longer relevant to the purpose and scope of the management or any applicable legal requirement. However, with regard to aggregations on anonymous data, used solely and exclusively for statistical purposes, the retention time may vary and be higher than the standard mode.

8. Security measures

The security measures taken are as follows: computer authentication system, whose service is accessible only and exclusively through a dedicated web portal and protected with HyperText Transfer Protocol over SSL HTTPs that deals with the encryption and authentication of the transmitted data. Access to the portal is allowed, solely and exclusively, to persons in charge with authentication credentials that consist of a code for the identification of the person in charge himself, associated with a keyword (reserved and known only by the same). The keyword complies with restrictive rules based on the policy that defines the logical criteria for checking its validity (eg, length and composed of at least eight alphanumeric characters including special characters, validity period after which it obliges the renewal of the keyword, the user is automatically blocked after several incorrect attempts to enter passwords, passwords used previously can not be reused, etc.). Each person in charge is individually assigned a credential for authentication and a temporary password to be changed compulsorily at the first access. Authentication credentials, which have not been used for at least three months, are automatically disabled. For the access credentials, within the IT platform, the relative secrecy is guaranteed since they are encrypted and never stored in "clear". The persons in charge are given instructions for the correct management of the information and to adopt the necessary precautions for the conservation and diligent custody of the devices in possession. On the platform, moreover, there is a time limit (Session State timeout) of inactivity by the user, after which the consultation is interrupted and made inactive. To use the platform again, the user is obliged to enter their login credentials. Regarding the privacy policy, a disclaimer / note informs the persons in charge about the processing of information and for the commercial purposes of the data being processed. When authorisation profiles of different scopes are identified for processors, an authorisation system shall be used. The authorization profiles, for each person in charge, are identified and configured according to the level of authorization profile, in order to limit access only to the data necessary and minimized to perform the tasks that the operator can perform. The credentials are monitored periodically and, in any case at least annually, the existence of the conditions for the conservation of the authorization profiles is verified. The credentials, for the person in charge who is no longer entitled to access the information, are removed.



8.1. Other security measures

The IT infrastructure is managed by the service provider, also through third parties, based on agreements and SLAs (Service Level Agreements) that also include the maintenance and monitoring of network equipment, applications, databases, data storage services, data integrity, as well as the restoration of services in case of "Disaster Recovery". All the infrastructure is located within data centres. The access areas are controlled and monitored (also through video cameras) and, in any case, reserved solely and exclusively for authorized personnel. In addition, the Data Centre has buffer battery equipment, better known as Uninterruptible Power Supply (UPS) units, flood alarms, fire alarms, heating and air conditioning (HVAC) system control. The infrastructure is protected against the risk of intrusion and the action of programs through the use of "Firewall". Antispoofing protections, Packet filtering, storage of IP traffic logs, are implemented in the management and constant monitoring of these devices. Periodic updates of programs and network devices, aimed at preventing the vulnerability of electronic instruments and correcting their defects, are carried out systematically. For example, changes to firewall rules, updates to operating systems (e.g. security patches) and programs, are managed in a controlled manner by specialized personnel.

9. Rights of the data subject

At any time, by contacting the Data Controller Athlon Car Lease Italy s.r.l., you may; (I) obtain confirmation as to whether or not personal data concerning him or her are being processed and, in this case, obtain access to personal data under the conditions set out in art. 15 of Regulation (EU) 2016/679; (II) obtain the correction of inaccurate data concerning him or the integration of incomplete data under the conditions set out in art. 16 of Regulation (EU) 2016/679; (III) obtain the cancellation of data concerning him under the conditions set out in art. 17 of Regulation (EU) 2016/679; (IV) obtain the limitation of processing in the cases referred to in art. 18 of Regulation (EU) 2016/679; (V) oppose the processing of data for the realization of "promotional-commercial activities" carried out through automated communication systems, similar methods as well as traditional systems; however, the possibility remains unaffected, for the data subject, to exercise the right of opposition only to communications made with specific systems (for example by opposing only the sending of promotional communications made through automated tools and not to sending through other tools); (VI) withdraw the consent to the processing of data, without prejudice to the lawfulness of the processing based on the consent given before the revocation and without any effect for the processing also based on legal bases other than consent.; (VII) lodge a complaint with the National Supervisory Authority (Authority for the protection of personal data) in the forms and in the manner provided for by European and Italian law.

10. Provision of data, consent to processing and consequences in case of non-communication of data, refusal

Pursuant to art. 7 of the GDPR, the data will be processed only with the prior consent of the data subject expressed for each of the aforementioned purposes: a) location of the vehicle and recovery of the same in case of theft Misappropriation; b) reconstruction of any accidents ("crash report"); (c) maintenance of the vehicle; (d) engine start block; e) so-called "fleet management"; (f) diagnostics. Consent may be withdrawn at any time. The withdrawal of consent does not affect the lawfulness of the processing based on consent before the revocation. Consent regarding the processing of personal data and their communication in relation to the aforementioned purposes are optional, but necessary for the provision of the IntellyAthlon Service. More precisely, in the event of refusal or revocation of consent for the purposes a) location of the vehicle and recovery of the same in case of theft and d) engine start block (as well as for the communication of the aforementioned data to the subjects indicated in the Information itself), the related services cannot be installed, but not even those aimed at achieving the purposes referred to in letters b), c), e) and f) of the



Information. Furthermore, in the event of refusal or revocation of consent for the purpose b) reconstruction of any claims ("crash report"), the related services cannot be installed but not even those referred to in letters c), e) and f) of the Information. Finally, in the event of refusal or revocation of consent for the purposes c) maintenance of the vehicle; e) so called "fleet management"; f) diagnostics, the related services cannot be installed.

11. Automated decision-making

The processing of personal data for the execution of the IntellyAthlon service and for the fulfillment of legal obligations where applicable does not require any automated decision-making process, which, therefore, is not carried out.

12. Source from which the personal data originates

The personal data have been provided by the data subjects, as an authorized driver of the vehicle subject to a rental contract signed with Athlon by the Customer / employer referred to in the introduction

LIMITATIONS OF LIABILITY AND INDEMNITY

The IntellyAthlon Service (hereinafter the "Service") provided through the aforementioned devices (and the consequent billing) starts from the date of delivery of the vehicle and has a duration equal to that of the rental contract. In case of assignment and / or takeover of a new driver authorized in the original rental contract, the Service will be provided until the expiration, natural or extended, of the same contract, unless otherwise agreed in writing. Any loss of availability of the vehicle, for any reason occurred, does not entitle the authorized driver to request the reduction or refund of the cost of the Service already paid with the payment of the rental fee by the Customer / employer. Likewise, the authorized driver's failure to use the IntellyAthlon Service or any part thereof shall not entitle you to any claim, refund or other compensation, for any reason, against Athlon. It is expressly agreed that the Service aimed at carrying out the above mentioned operations shall be subject to the condition that the GPS network, the native devices of the vehicle, as well as the GSM and GSM-GPRS telephone network and the landline telephone lines are always working properly. . In addition, the cartographic database of the entire national and European territory must always be constantly updated. In this regard, the Operations Centre will use the updated and high-quality maps. Although the above conditions are met, the authorized driver is aware that not all the national and European territories could be adequately mapped or that there is - or that it is insufficient - the coverage of the GPS signal or gsm GSM-GPRS signal such as not to guarantee a correct positioning of the vehicle or a correct collection of data at all times and places. In this case, any liability of Athlon, the providers of the localization service and the Operations Center is excluded. With regard to the mapping of the national and European territory, the services will be exclusively available in the following countries: Andorra, Austria, Belgium, Bulgaria, Switzerland, Czech Republic, Germany, Denmark, Spain, Estonia, Finland, France, United Kingdom, Greece, Croatia, Hungary, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Latvia, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Russia, Vatican City, Slovakia, Slovenia, Sweden. In addition, any liability of Athlon for the interruption and / or limitation of the Service described above in the event of legal provisions or administrative and / or regulatory provisions that have occurred or in the presence of measures issued by the competent Authorities is excluded. Finally, any liability of Athlon for the non-provision and / or interruption of the Service in the event of unforeseeable circumstances and force majeure (by way of example, but not limited to, earthquakes and natural disasters in general, development in any case arisen, controlled or not, of nuclear energy or radioactivity, wars, insurrections, riots, riots, acts of terrorism, military occupations and vandalism). In any case, Athlon will also not be liable for any damage resulting from the authorized driver in the event of theft, robbery, misappropriation and / or damage to the vehicle and / or people and / or material on board the same. Consequently, the authorised driver undertakes



to: a) use the Service only for the purposes that are proper to them, avoiding any improper, fraudulent or illegitimate behavior, in full compliance with current legislation, including labor law. The authorized driver, in this regard, declares to be aware of the limits imposed in relation to the use of remote control equipment on the work of employees by the Customer / employer, pursuant to the provisions of Law 20 May 1970, n.300 (Workers' Statute) and subsequent amendments and integrations and to work, exclusively and autonomously, at all locations and according to the procedures imposed by law so that any related legal fulfillment is respected, with indemnity and guarantee of Athlon for any damage, burden, cost, expense, compensation, etc. from this directly or indirectly deriving. Athlon, therefore, is not subject to any obligation to verify the legitimacy of the request or use of the Service by subjects possibly different from the authorized driver, therefore only the latter remains responsible for all those who, whether authorized by it or not, use or request such Service; b) to guard the device with care and diligence and not to grant, even temporarily, for the entire duration of the rental, its use to third parties, as well as not to intervene and / or tamper with, in any way, the devices installed on the vehicles (and the equipment attached to them or related, such as the "SIM Card M2M", i.e. the subscription card to the telephone service, inserted inside the device and used for the transfer of data from this to the Operations Center). It is understood that any maintenance, modification, repair, etc. activities can only be carried out by Athlon or by subjects expressly authorized by the latter. In addition, the authorized driver is aware that the tampering, removal and / or deactivation of the devices may determine, at the request of the Insurance Company, the ineffectiveness of the insurance coverage foreseen in the rental contract. In such circumstances, Athlon will have the right to charge the amount of any penalties imposed by the Insurance Companies as a result of the occurrence of such events, as well as additional sums as compensation for damages. If then, in such circumstances, a claim occurs with or without a counterparty, Athlon may charge the full amount of the vehicle repair. In the event of total theft of the vehicle as a result of tampering, removal and/or deactivation of the devices, Athlon reserves the right to charge an amount equal to the value of the vehicle entered in its books on the date of the event. Finally, Athlon reserves the right to remove, at its sole discretion and upon specific communication, the device (Targa box GV and / or Targa box GL or to deactivate the original equipment localization device) installed on each vehicle, with consequent interruption of the Service and the payment of any agreed consideration. In particular, if there is a malfunction or failure of the device, the authorized driver will shelter the vehicle at the place specifically indicated by Athlon. If the failure or malfunction of the device is due to a manufacturing defect of the latter, the costs of repair and / or replacement will be borne by Athlon. If, on the other hand, the failure or malfunction depends on the lack of care or tampering carried out by the authorized driver or for reasons attributable to the authorized driver himself, the costs of new installation, maintenance, repair and / or replacement will be borne by the counterparty; c) make the vehicles available to Athlon whenever it is necessary to carry out an activity related to the use/operation of the devices installed therein; d) to adequately safeguard (in order to ensure confidentiality), at their own expense and responsibility, the password provided by the Operations Center (and in general all the access credentials, authentication, etc. useful for the provision of the Service) thanks to which it will be possible to proceed with the recovery of the stolen vehicle or contact in case of accident detection, with total indemnity and guarantee of Athlon for any damage, burden, cost, expense, compensation, etc. deriving, both directly and indirectly, from the loss or loss, for any reason intervened of the aforementioned password as well as all other access / authentication credentials (in case of loss of the password, the user must call the number 011239931 identifying himself with NAME, SURNAME and CONTRACT NUMBER. The operator, active from Mon to Fri 9 am – 6 pm, will take care of sending the password to the email address or mobile number associated with the user). It is understood that all the obligations mentioned so far must be constantly observed for the entire duration of the rental and the IntellyAthlon Service, indemnifying and guaranteeing Athlon from any damage, burden, cost, expense, compensation, etc. from this directly or indirectly deriving.