

General Data Protection Regulation (GDPR)

Your interactions with the Allegion plc group of companies, affiliates and subsidiaries (collectively “**Allegion**”) means that you may have access to, store, transmit or otherwise process personal data pertaining to Allegion’s employees, contractors, suppliers, customers and end users (collectively, “**Allegion Personal Data**”). You agree that with regard to all such Allegion Personal Data:

- You will process Allegion Personal Data only with Allegion’s prior, written instructions;
- You will implement appropriate technical and organizational measures in such a manner that your processing will meet the requirements of all applicable laws and ensure the protection of the rights of the data subject;
- You will not engage another processor (a “subprocessor”) without prior specific or general written authorization of Allegion and provide Allegion with a right to object in all cases;
- With regard to any subprocessors of that process Allegion Personal Data, you must bind all such subprocessors to equivalent data protection obligations and you are fully liable to Allegion for the performance of each subprocessor's obligations;
- The subject matter, duration, nature, purpose, types of Allegion Personal Data and categories of data subjects pertaining to your processing of Allegion Personal Data is set forth in the written instructions that have been provided to you by Allegion and/or terms and conditions that you have entered into with Allegion;
- You will ensure that persons authorized to process the personal data have committed themselves to confidentiality;
- You will take all measures required pursuant to Article 32 of GDPR;
- You will comply with all country-specific information security requirements, including those of Poland and Italy with regard to data subjects from those respective countries;
- Taking into account the nature of the processing, you will assist Allegion by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Allegion’s obligations to data subjects;
- You will assist Allegion in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to you;
- You will, at our choice, delete or return all Allegion Personal Data to Allegion after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Allegion Personal Data;
- You will make available to Allegion all information necessary to demonstrate compliance with your obligations to Allegion and allow for and contribute to audits, including inspections, conducted by Allegion or another auditor mandated by Allegion. You will immediately inform Allegion if, in your opinion, an Allegion instruction infringes law;
- To the extent your processing of Allegion Personal Data occurs outside of the EEA, you agree to comply with all requirements applicable to the data importer set forth in the Standard Contractual Clauses available at [\[REDACTED\]](#); and
- To the extent your processing of Allegion personal data pertains to German residents or citizens you agree to comply with the companion agreement terms available at [\[REDACTED\]](#).