

**INFORMATION SECURITY**  
**Rules for non-ICT suppliers**

**TABLE OF CONTENTS**

1	SCOPE .....	3
2	DEFINITIONS AND ACRONYMS .....	3
3	RESPONSIBILITIES .....	3
4	GENERAL RULES .....	3
4.1	PURPOSE OF INFORMATION PROCESSING.....	3
4.2	CONFIDENTIALITY AGREEMENT .....	3
4.3	EMPLOYEES MANAGEMENT .....	3
4.4	SUB/SUPPLIER MANAGEMENT .....	4
4.5	AUDIT .....	4
4.6	EXCHANGE OF AIR DOLOMITI S.P.A. INFORMATION.....	4
4.7	INCIDENT MANAGEMENT .....	4
4.8	CONTRACT ENDING.....	4
5	ACCESS TO AIR DOLOMITI S.P.A. SYSTEMS .....	4
5.1	I&A TO AIR DOLOMITI S.P.A. IT SYSTEMS .....	4
5.2	ICT DEVICES FOR ACCESSING AIR DOLOMITI S.P.A. INFORMATION .....	5
6	COMMUNICATION WITH AIR DOLOMITI S.P.A. ....	5
7	DATA PROTECTION .....	5

## **1 SCOPE**

This procedure lists rules for all suppliers that access or use Air Dolomiti S.p.A. information.

For ICT suppliers, a special document is available.

## **2 DEFINITIONS AND ACRONYMS**

All Air Dolomiti S.p.A. information is confidential.

They include any information, in tangible or intangible form, that is proprietary or confidential to Air Dolomiti S.p.A. and is disclosed to the supplier, including, without limitation, trade secrets, know-how, computer programs and software, specifications, design plans, drawings, data, prototypes, customer information, passenger information or other business and technical information, without regard to whether it is disclosed in oral, written, electronic, visual or other form.

## **3 RESPONSIBILITIES**

ICT: manage this document

Controlling & Internal Auditing: control its enforcement.

Managers: require suppliers to enforce the rules in this document.

Suppliers: enforce rules in this document, according to the scope of their work.

## **4 GENERAL RULES**

### **4.1 Purpose of information processing**

Information processing by the supplier must be limited to the scope of work. No other purposes are allowed.

### **4.2 Confidentiality agreement**

All Air Dolomiti S.p.A. information is confidential and of Air Dolomiti S.p.A. ownership.

Air Dolomiti S.p.A. information cannot be communicated to anyone if not authorized by Air Dolomiti S.p.A. Care must be given to the identification of the receiver (e.g. telephone calls by someone declaring to be an Air Dolomiti S.p.A. representative, market researchers, journalists, customers).

As a rule, the supplier ensures that all risks (either accidental or deliberate) of non-authorized access, dissemination, integrity and availability, regarding Air Dolomiti S.p.A. information are properly addressed.

### **4.3 Employees management**

Employees include permanent staff, temporary staff, contractors, interns, etc.

The supplier ensures that it has with all employees a confidentiality agreement and set rules for ensuring confidentiality of information, including Air Dolomiti S.p.A. ones.

#### **4.4 Sub/Supplier management**

The supplier can use sub-suppliers.

The supplier maintains a list of sub-suppliers with their processing scopes. The supplier ensures Air Dolomiti S.p.A. the right to access this list, if needed for legal compliance purposes.

The supplier ensures that it has, on contractual agreements, the same information security provisions with all its sub-suppliers that access Air Dolomiti S.p.A. information.

#### **4.5 Audit**

The supplier ensures to programme, plan and perform audits in order to verify the effectiveness of implemented technical and organizational information security controls.

The supplier ensures Air Dolomiti S.p.A. the right of audit, given an announcement of at least 3 weeks in advance. Air Dolomiti S.p.A. representatives will not ask to access other customer information.

#### **4.6 Exchange of Air Dolomiti S.p.A. information**

To exchange Air Dolomiti S.p.A. digital documentation, only Air Dolomiti S.p.A. file sharing systems or password-protected files can be used, no public ones are allowed.

When reading Air Dolomiti S.p.A. documents (digital or hardcopies), the user must verify that unauthorized people cannot read them.

When exchanging Air Dolomiti S.p.A. information through conversation, persons must verify that unauthorized people cannot hear them.

#### **4.7 Incident management**

The supplier ensures Air Dolomiti S.p.A. that it will communicate as soon as possible any information security event or vulnerability (digital or not digital) to Air Dolomiti S.p.A.

The supplier ensures all assistance when requested by Air Dolomiti S.p.A. in case of information security incidents or vulnerabilities.

#### **4.8 Contract ending**

The supplier ensures the deletion or destruction of all Air Dolomiti S.p.A. information when closing the contract.

The supplier ensures, at the end of the contract, the handover to Air Dolomiti S.p.A. designated people or organizations.

### **5 ACCESS TO AIR DOLOMITI S.P.A. SYSTEMS**

This clause applies if the supplier can access to Air Dolomiti S.p.A. IT systems.

#### **5.1 I&A to Air Dolomiti S.p.A. IT systems**

Air Dolomiti S.p.A. user-ID and password are intended for internal use only in your organization and:

**Rules for non-ICT suppliers**

- cannot be shared with any other organizations;
- must be preserved so that no one can discover them;
- password must be modified if there is any suspect that someone else knows it

Passwords are set with defined criteria:

- length of at least 8 characters;
- complexity (at least one small cap letter, one capital letter, one number, one symbol);
- changed no later than every 90 days.

**5.2 ICT devices for accessing Air Dolomiti S.p.A. information**

For accessing Air Dolomiti S.p.A. documentation, only personal or company devices can be used (e.g. it is forbidden to use Internet points).

IT devices such as PCs, smartphones and removable media must be secured:

- access controlled with user-ID and password as mentioned before;
- updated antimalware;
- software patched and updated according to the latest vendor hints;
- secured Air Dolomiti S.p.A. data deletion when no longer needed.

If mobile devices are used, all Air Dolomiti S.p.A. data must be securely deleted as soon as possible and the device must never be exchanged with unauthorized people if Air Dolomiti S.p.A. data are still available on it.

**6 COMMUNICATION WITH AIR DOLOMITI S.P.A.**

Communication with Air Dolomiti S.p.A. is authorized only through agreed channels. Ticketing tools, where users are personally identified, are the preferred choice.

A list of people authorized by Air Dolomiti S.p.A. and the supplier is exchanged and updated when necessary.

**7 DATA PROTECTION**

The Parties must comply at all times with the requirements of the data protection laws and regulations.

The supplier company acknowledges that under the terms of this agreement:

- it will act as data processor (appointed by Air Dolomiti S.p.A. who is the data controller);
- it will have access to personal data in respect of which Air Dolomiti S.p.A. is the data controller.

The supplier company undertakes that it will only process personal data as necessary in relation to the provision of the services as set out in the agreement and in particular will:

- not transfer the personal data to any third party if not authorized;
- keep the personal data confidential;
- perform its obligations in accordance with the applicable data protection laws and regulations ;
- comply with Air Dolomiti S.p.A. systems or procedures that Air Dolomiti S.p.A. may introduce from time to time in respect of the processing of the personal data, including the data protection policies.

The supplier company will act in accordance with all reasonable instructions from Air Dolomiti S.p.A. in respect of the processing of personal data.

**Rules for non-ICT suppliers**

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The supplier company ensures that it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. The supplier company will provide Air Dolomiti S.p.A. with such information as is reasonably necessary to assure Air Dolomiti S.p.A. about the supplier company's capability to be compliant with this privacy clause.

The supplier company agrees not to process personal data outside of the European Economic Area without the prior written consent of Air Dolomiti S.p.A.

The Parties agree that all personal data is the property of Air Dolomiti S.p.A.

The supplier company agrees to notify Air Dolomiti S.p.A. immediately:

- if it cannot comply with its obligations under this clause;
- about any accidental or unauthorised access;
- about any legally binding request for disclosure of the personal data by a law enforcement agency unless otherwise prohibited under criminal law; and
- about any request received directly from the data subjects without responding to the request unless it has been authorised to do so.

On termination of provision of the services, the supplier company shall, at the choice of Air Dolomiti S.p.A., either return all personal data transferred and copies thereof; or securely destroy all personal data and certify that it has done so.