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Order injunction against Nos s.r.l.s. - April 28, 2022

Record of measures

n. 153 of 28 April 2022

THE GUARANTOR FOR THE PROTECTION OF PERSONAL DATA

IN today's meeting, which was attended by Professor Ginevra Cerrina Feroni, vice president, dr. Agostino Ghiglia and the lawyer Guido Scorza, members and the cons. Fabio Mattei, general secretary;

GIVEN the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, concerning the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data and which repeals Directive 95/46 / EC (General Data Protection Regulation, hereinafter the "Regulation");

GIVEN the Code regarding the protection of personal data (Legislative Decree 30 June 2003, n.196), as amended by Legislative Decree 10 August 2018, n. 101, containing provisions for the adaptation of national law to the aforementioned Regulation (hereinafter the "Code");

HAVING REGARD to the documentation on file;

HAVING REGARD to the observations made by the Secretary General pursuant to art. 15 of the regulation of the Guarantor n. 1/2000, adopted by resolution of June 28, 2000;

SPEAKER Attorney Guido Scorza;

1. THE INVESTIGATION ACTIVITY CARRIED OUT

1.1. Premise

With act no. 7450/22 of February 3, 2022 (notified on the same date by certified e-mail), which must be understood as fully referred to here, the Office has initiated, pursuant to art. 166, paragraph 5, of the Code, a procedure for the adoption of the measures referred to in art. 58, par. 2, of the Regulation towards Nos s.r.l.s. (hereinafter "Nos" or "the Company"), in the person of the pro-tempore legal representative, with registered office in Naples, Corso Umberto I, n. 217, C.F. 08959641211.

The proceeding originates from an investigation initiated by the Authority following the adoption of a corrective measure against the telephone company Vodafone Italia S.p.A. (provision no.224 of 12 November 2020, on www.gpdp.it, web doc. no. 9485681). In this provision, with reference to Nos, it was highlighted that the Company was operating on behalf of Vodafone as

a teleseller and, therefore, to promote the conclusion of contracts relating to the supply of telecommunications services, by virtue of a contract transfer stipulated with the New Horizons cooperative. The company used, for the promotion activities of the telephone company's services, personal data acquired independently by Nova TLC s.r.l.s. and by KData ltd. (company based in London) without any deeds identifying Nos as data processor for the specific activity of obtaining personal data lists in the contractual documentation and in the other documents exhibited. With reference to the processing of personal data connected to agency activities, there was no reference in the contract stipulated with Cooperativa Nuovi Orizzonti at the time to the lists of personal data acquired by Nova Tlc and Kdata or to the acquisition of personal data on behalf of by Vodafone. The provision highlighted that, during the investigation, it was reported that the lists acquired independently by Nos could enter the Company's promotional circuit on the basis of a business model that provided that they were acquired and used by partners (telesel- ler) who, for this activity, assumed the legal role of independent data controllers. In this case, the personal data lists remained in the exclusive availability of the partners who, during the telephone calls, declined to the users contacted their own information and their own call script. The only processing operations carried out by Vodafone with reference to these lists consisted of the so-called "Deduplication", aimed at eliminating the names of the subjects present in the public register of oppositions, in the black lists of the Company and in the promotional campaigns in progress. The provision concluded the examination of Vodafone's position with reference to the lists acquired by Nos, highlighting that, in the passage of the data, the two companies, identified as independent data controllers, had made a communication in the absence of suitable legal conditions (consent of the interested parties).

1.2. The request for information formulated by the Authority

In order to establish the operational areas pertaining to Nos in the context of the processing carried out to promote Vodafone products and services, the Authority therefore sent a request for information and the presentation of documents, pursuant to art. 157 of the Code, which the Company acknowledged with a note dated November 22, 2021.

It was represented in it that: Nos, a single-firm partner agency of Vodafone, acquired and communicated to the latter, between 2019 and 2020, 3 million and 800 thousand personal data. These registries were acquired by the companies Kdata ltd. (headquartered in London) and Dynamic Web Solution Limited (headquartered in Blackpool); the personal data acquired by Nos, before entering the Vodafone systems, were subjected to some checks and, in particular, to an analysis relating to the method of collecting consent and issuing the information (carried out directly by Vodafone with the documents acquired by

Nos) as well as some specific sample checks; the personal data were then uploaded to the Vodafone platform called VDL (Vodafone Deduplica Liste) which deleted the data present in the Register of Oppositions or in the company's black lists; the lists acquired by the two companies under English law were transferred to Vodafone on the assumption that the consent to communication to third parties provided by the interested parties to the same two companies was to be considered valid (Kdata acquires a consent for communication to the "telephony" product category ; Dynamic acquires a consent for the communication to the relevant product category indicating that the data may be communicated to Vodafone).

From the examination of the contract stipulated between Nos and Kdata on 1 March 2019, it emerged that the data collected by the latter from subjects who register on their Internet sites form a "Telemarketing Database", in relation to which granted the right of use to Nos for the duration of 90 days. This database was transferred to Nos "with the consequent assumption of total responsibility" by the same "as data controller".

The contractual documentation formed between Nos and Dynamic has brought out a relationship in which, on the one hand, Nos was found to be the "customer" to whom Dynamic licensed its "Telemarketing Database" to carry out "a single telemarketing activity […] For a period of time ranging from receipt of the data to the next 3 months ", a customer who, based on the provisions of art. 7 of the contract itself, assumes the legal role of the "autonomous owner of the processing of personal data", on the other hand the same Nos would have been designated as responsible for the treatment by Dynamic, in relation to a contractual relationship between the two companies "finalized to the provision, in favor of Dynamic web solution (data controller), of services relating to the processing of personal data called 'treatment in the field of use license for the processing of consensus lists' ".

The "scripts" produced by Nos, relating to the promotional campaigns carried out using the lists from Kdata and Dynamic, textually report, as regards the origin of the data, the following declaration, to be read to the interested party: "Your data personal data have been extracted from a da-tabase owned by [KDATA ltd / Dynamic Web Solution] and collected when registering on the site [...] following which you have given your consent to receive communications for promotional purposes from third party companies. If you no longer wish to receive information communications from NOS, you can do so now by telephone. If you also wish to oppose the processing of data by [KDATA ltd / Dynamic Web Solution], you can do so by writing an email to [...].

With reference to the relations between Vodafone and Nos, the latter represented that "Nos is a single agency partner of

Vodafone, therefore the lists provided are used only and exclusively on behalf of Vodafone, after acceptance and filtering on the VDL system" and that “Nos […] carries out only the activities described above, promoting Vodafone products and services according to the instructions given by the same and concluding contacts with the interested parties in the name and on behalf of Vo-dafone. […] In case of conclusion of a contract, the same is loaded directly on the Vo-dafone systems or sent to the holder in paper format "; Nos has produced a document called "Poli-cy for data management in telemarketing and teleselling activities", created by the same on 25 May 2018 ("Implementation of EU Regulation 2016/679") and updated to 15 June 2020 ("Adjustment of the Provisions of the Guarantor in the field of Telemarketing "), which establishes, with reference to the lists of personal data acquired from third parties that Nos can" obtain from the list provi-der and provide the Client with information and preliminary documentation on the list to be purchased, [...] provide the aforementioned information and documentation to the Client who will carry out the necessary checks on the above documents. If the checks are positive, the Client authorizes the Company to purchase the list, otherwise it communicates the rejection of the list. In case of authorization from the Client, [Nos can] proceed with the purchase of the list, by formalizing the contract with the list provider ".

1.3. Challenge of administrative violations

The Office acknowledged that Nos has carried out a dual activity which is part of the partnership relationship with Vodafone. The first activity consisted in acquiring lists of personal data from third parties, personal data which, after a verification carried out by Vodafone and after the "deduplication" made with the use of the VDL platform, became part of the contact lists of the telephone company. The second activity, on the other hand, was typically of a promotional nature and consisted in contacting the people included in the lists of personal data acquired (and authorized by Vodafone) to promote the services of the telephone company and upload any stipulated contracts. In the notice of dispute, it is noted that the acquisition of the ana-graphic lists was carried out by Nos as independent data controller. This is apparent from the content of the contracts, in which not only is there no mention of a possible Vodafone compartment in the purchase, but Nos (defined as the "Customer") is expressly identified as an independent data controller. In this context, the explicit designation of Nos as responsible for the treatment of Dynamic Web Solution seems to be an attempt, in contrast with the other documents produced and with the reality that emerged in the provision of 12 November 2020, to constitute a framework legitimacy of the transfer of data from the list providers to Nos and from the latter to Vodafone, a framework of legitimacy that could only be achieved if Nos had provided the interested parties with its own information and acquired its own consent for the communication of data to the company

telephone. As reported in the notice, Nos appears to have acquired approximately 3 million and 800 thousand personal data from the companies Kdata and Dynamic, which it then communicated to Vodafone for the implementation of promotional campaigns by carrying out a transfer between independent data controllers. With reference to this transfer, it does not appear that Nos has provided the interested parties with its own information pursuant to art. 13 and 14 of the Regulations and has acquired from them the consent required by art. 6 and 7 of the same Regulation.

The Office therefore adopted the aforementioned act of initiating administrative procedure no. 7450/22 of February 3, 2022, with which he challenged the following hypotheses of violation to Nos:

a) art. 13 and 14, of the Regulation, for having made communications of personal data of interested parties present in the lists of personal data provided by the British companies Kdata ltd. and Dynamic Web Solution ltd., without having provided them with the necessary prior information on the processing of personal data;

b) articles 5, paragraph 1, lett. a), 6 and 7 of the Regulation, for having communicated the data referred to in point a) to third parties without having acquired the required consent from the interested parties.

2. DEFENSIVE OBSERVATIONS AND AUTHORITY ASSESSMENTS

2.1. The defensive brief and the hearing of Nos.

The Company sent a defense brief within the deadline (March 4, 2022) and asked to be heard at the hearing. This hearing took place via video conference, given the problems related to the pandemic emergency, on 8 March 2022 and its contents were summarized in a report signed by the Office and the Company.

In the defensive brief, Nos represented that, in the context of the relationship between the Cooperative Nuovi Orizzonti and Vodafone and then between Nos and the same telephone company, the relations between the companies were governed by an original contract and numerous addenda. . From January 31, 2022, Vodafone announced that it did not want to renew the agreement further and, therefore, from that date Nos, which operated exclusively on behalf of Vodafone, was inactive.

Entering into the specifics of the contractual relationship, Nos highlighted that it had always operated as data processor, as confirmed in the addendum of 20 October 2016 and that of 17 February 2021, and that the activities carried out were those related to the promotion and conclusion of sales contracts for the products listed in the “One to One” price lists and the promotion and activation of all tariff plans available in the Vodafone offer.

Nos affirms that the above activities could only be carried out on contact lists predetermined by Vodafone and that the

contractual element from which the Authority would have derived the ownership of Nos in the context of the acquisition of lists from third parties (clause 2.7 of the contract of 2012), it was better specified in the 2016 addendum, in which it was established that the Agent, "in his capacity as Data Processor", would have to comply with the obligations enshrined in the provisions of the Authority of 26 June 2008 (in www.gpdp.it, web doc. n. 1544326) and June 15, 2011, n. 230 (in www.gpdp.it, web doc. 1821257): “In implementation of the aforementioned obligation, the lists of potential customers subject to contact must be acquired and / or formed in compliance with the Privacy Law; they must contain only and exclusively personal data of users present on the updated Public Telephone Directories and not registered in the Register of Oppositions managed by the Ugo Bordoni Foundation; they can only be used in compliance with the operating procedure attached under Annex E ". This procedure established that "if the Agent operates on its own lists, ie lists not provided by Vodafone, these must be subjected to the deduplication procedure before use. Vodafone will indicate when the user can enter the lists of numbers that can be contacted on VDL for the purpose of planning the month ".

Nos therefore points out that the use of the lists acquired by the Company was in any case subject to the implicit authorization of Vodafone, an authorization that could only take place following the "deduplication" made through the VDL system.

Nos represents that, on the basis of what was established by Vodafone, it has always acquired exclusively lists taken from the Single Data Base, and only in a last period, on the basis of the addendum of 17 February 2021, the provisions of which had previously been made explicit by Vodafone in an informal way, also acquired lists from subjects (specifically Dynamic Web Solution) who had obtained from the interested parties the consent to communicate the data to Vodafone. It also points out that in the contracts with the list-providers Nos appears as the independent data controller but that this identification is due to the fact that the aforementioned subjects operate on the basis of standard contracts that are not usually modifiable.

As for the call scripts, indicated in the contestation deed, Nos points out that these scripts have always been prepared by Vodafone and inserted in VDL for use by the agents, who, therefore, had no possibility of configuring and planning independently the characteristics of the treatment.

Recalling the elements that qualify the owner and highlighting that these elements must be assessed in practice and must correspond to what is indicated in the "Guidelines 07/2020 on the concepts of controller and processor in the GDPR" as well as in art. 4, no. 7, of the Regulation (the data controller is the one who "individually or together with others, determines the purposes and means of the processing of personal data"), Nos highlights how, in the act of contestation, the Authority is

focused only on formal and non-substantial aspects of the documents produced by the Company in response to the request for information. A correct examination would in fact have confirmed that Nos has always acted, in the processing of data aimed at promoting Vodafone services, as data processor, and this concept was also reiterated at the hearing, where the Company represented that: " Nos has never processed data autonomously and therefore in the present case there is no what the Authority has defined on several occasions as "double passage" of data. As mentioned, the acquisition by Nos of the lists took place in the name and on behalf of Vodafone and, above all, this acquisition could not lead to autonomous and further uses by Nos, which operated for a single customer. As proof of this, there was no transfer of data to Nos systems but a direct passage from the list provider to the VDL system, owned by Vo-dafone "; "The sale of the Dynamic list could not have been completed without the consent of Voda-fone, further proof that the acquisition of the aforementioned list took place with Nos acting on behalf of the telephone company"; in general, “Nos had no operational freedom with reference to means and methods of processing: the lists were validated by Vodafone, the scripts were provided by Vodafone, the numbers were verified by Vodafone. On the basis of this operational structure and with reference to what is also explained in the EDPB guidelines on data ownership, a situation arises in which Nos both in the phase of acquiring the lists and in the subsequent promotional and contractual phase , has operated exclusively as a manager, not determining in any way the purposes and means of the processing, not even those intended as non-essential means ".

Nos, in the defense briefs and at the hearing, also drew attention to the fact that the Company "is currently in liquidation proceedings. Since 2019 Nos has recorded a constant decline in turnover following the provision of 12 November 2020 and, with the termination of the relationship with Vodafone, it has ceased all activities with the consequent dismissal of all staff and the maintenance of corporate offices exclusively to complete the liquidation procedures ". Furthermore, due to the joint and several liability of the owner “any sanction imposed on the undersigned Company in the same case would conflict with the aforementioned principle of joint liability. In fact, Vodafone, according to the law, would have a potential right to recover financially against Nos for part of the sanction received. This, consequently, would be found in the paradoxical - as well as illegitimate - situation of having to pay "two penalties" on the same case, in addition to the economic damage due to having lost all of its turnover ".

2.2. The observations of the Authority.

The arguments put forward by the Company do not appear to be suitable for excluding its liability in relation to the alleged

conduct.

In the first place, it must be noted that already with provision no. 224 of 12 November 2020 it was found, by admission of Vodafone and based on the documents produced, that Nos had acted as an independent owner in the processing of personal data related to the acquisition of personal data lists from third parties (list providers).

In order to include Nos in the context of a complete dispute right from the preliminary stage, the Authority requested the Company to provide information and exhibit documents from which elements not previously emerged on the existence of agreements or directives, even not explicitly stated, could be derived in the contractual form, which would make it possible to link the acquisitions of ana-graphic lists to the set of personal data processing carried out as data processor on behalf of Vodafone (point 3 of the request for information pursuant to art. 157 of the Code: " acquisition of the lists and legal basis envisaged for the communication of the aforementioned lists to Vodafone "). This is precisely in order to overcome the formal data and concretely qualify the roles and responsibilities of the two companies.

The feedback provided by Nos did not reveal significant elements in the sense indicated by the Company and, indeed, in several points referred to in the notice of dispute it appeared confirmed that the acquisition of personal data lists from third parties did not constitute an "assignment" that Vodafone had commissioned to Nos, but an activity carried out by the latter in full autonomy and subject only to prior authorizations and subsequent checks by the telephone company in order to allow the entry of the personal data into the company databases. In this sense, the specification presented by Nos itself in the revised version on June 15, 2020, clarifies without any doubt that the verification activities carried out by Vodafone and the general provisions previously provided had the sole purpose of "ensuring that the consent to the transfer to third parties discloses its effects on the Client itself ", this operation with purely formalistic connotations since the necessary premise for this objective could only be the identification of Vodafone as a party in the contract for the sale of the master data or subject conferring a specific mandate towards Nos for the acquisition of the same personal data.

Furthermore, in the addendum of 2021 the two different types of data that agencies can use in the context of promotional activities are clearly identified, and it is made clear that those not found directly by Vodafone or by subjects specifically appointed by it, must be understood as lists “Own” of the partner: “If the Agent operates on lists provided by Vo-dafone or by third parties appointed by the same, the lists will be delivered to him after having been subjected to the deduplication procedure. In this case, the Agent must comply with the instructions provided and use each list no later than the deadline

indicated at the time of delivery. If the Agent operates on its own lists, ie lists not provided by Vodafone, these must be subjected to the deduplication procedure before use. Vodafone will indicate when the user can enter the lists of contactable numbers on the VDL for the purpose of planning the month. Within this period there will be set days in which the system will perform the deduplication activity ".

As regards the entry of personal data into the Vodafone databases, what Nos represented at the hearing appears significant, during which it was specified that the communication of data from the list provider to Nos took place by sending a encrypted file to the Company, which the same provided to open and download into the VDL system. Here is therefore also represented figuratively the cd. "Double passage" of data from the list provider to Nos and from Nos to Vodafone, a double passage obviously not necessary if Vodafone had been the real direct purchaser of the personal data.

As for the call scripts, the Authority acknowledges that the same, based on the declarations made by Nos, would appear to have been prepared by Vodafone, however it is necessary to specify that the function of the scripts is to provide the interested in a broad framework of information functional to maintain full control of their data and to fully exercise their rights: in the case in question it was considered that the information to be provided to the interested parties indicated the list providers and Nos as references for the control of data and the exercise of rights, assuming that it only confirms the ownership of Nos with regard to the personal data acquired.

On the basis of the above considerations, the observations made in the dispute must be confirmed and the responsibility of Nos must be affirmed, which has acquired personal data lists from third parties by coming into contact autonomously with these subjects, by signing the related contracts which, in the case of Dynamic Web Solution, also had a broader scope of data communication, directly acquiring the lists and then transferring them to the VDL system, owned by Vodafone. In this way the cd. "Double passage" of data, from list providers to Nos and from Nos to Vodafone, to nothing, noting the exclusive destination of the data (which represented only a guarantee in the interest of the list providers) and the prior authorization and subsequent validation of the data to be part of Vodafone (functional exclusively to the entry of the lists in the company databases).

3. CONCLUSIONS

For the foregoing, the responsibility of Nos is deemed to be ascertained in relation to the following violations:

a) art. 13 and 14, of the Regulation, for having made communications of personal data of interested parties present in the lists of personal data provided by the British companies Kdata ltd. and Dynamic Web Solution ltd., without having provided them

with the necessary prior information on the processing of personal data;

b) articles 5, paragraph 1, lett. a), 6 and 7 of the Regulation, for having communicated the data referred to in point a) to third parties without having acquired the required consent from the interested parties.

Having also ascertained the unlawfulness of the Company's conduct with reference to the treatments examined, it is necessary:

- to impose on Nos, pursuant to art. 58, par. 2, lett. f) of the Regulations, the prohibition of any further processing of the data acquired by Kdata ltd. and Dynamic Web Solution ltd .;

- adopt an injunction order, pursuant to Articles 166, paragraph 7, of the Code and 18 of law no. 689/1981, for the application to Nos of the pecuniary administrative sanction provided for by art. 83, para. 3 and 5, of the Regulation

4. ORDER-INJUNCTION FOR THE APPLICATION OF THE ADMINISTRATIVE PECUNIARY SANCTION

The violations indicated above require the adoption of an injunction order, pursuant to Articles 166, paragraph 7, of the Code and 18 of law no. 689/1981, for the application to Nos of the pecuniary administrative sanction provided for by art. 83, para. 3 and 5, of the Regulations (payment of a sum up to € 20,000,000);

To determine the amount of the penalty, the elements indicated in art. 83, par. 2, of the Regulation.

In the case in question, the following are relevant:

1) the seriousness of the violation (Article 83, paragraph 2, letter a) of the Regulations), due to the pervasive nature of the treatments in the telemarketing field, the duration of the treatments themselves and the particularly high number of interested parties involved, elements mitigated by the fact that the conduct implemented by Nos was partly influenced by the customer telephone company;

2) as a mitigating factor, the appreciable collaboration with the Authority in the context of the investigation (Article 83, paragraph 2, letter f) of the Regulation);

3) as additional factors to be taken into consideration to parameterize the sanction (Article 83, paragraph 2, letter k) of the Regulation), the data regarding the economic capacity of the Company, taken from the abbreviated financial statements for the year 2020, to which must be added the statements made by the Company during the defense brief and hearing, regarding the imminent start of the Company's liquidation procedure, currently inactive following the conclusion of the relationship with Vodafone.

Based on the set of elements indicated above, and the principles of effectiveness, proportionality and dissuasiveness provided for by art. 83, par. 1, of the Regulation, and taking into account the necessary balance between the rights of the interested parties and freedom of enterprise, in the initial application of the administrative pecuniary sanctions provided for by the Regulations, also in order to limit the economic impact of the sanction given the having referred to recent corporate events in Nos, it is believed that the administrative sanction of the payment of a sum of Euro 20,000, equal to 0.1% of the maximum legal sanction, should be applied to the same.

In the case in question, it is believed that the ancillary sanction of the publication on the website of the Guarantor of this provision, provided for by art. 166, paragraph 7 of the Code and art. 16 of the Guarantor Regulation n. 1/2019, taking into account the nature of the processing and the number of parties involved, as well as the elements of risk for the exercise of the rights of the interested parties;

Finally, the conditions set out in art. 17 of Regulation no. 1/2019 concerning internal procedures with external relevance, aimed at carrying out the tasks and exercising the powers delegated to the Guarantor, for the annotation of the measure in the internal register of the Authority provided for by art. 57, par. 1, lett. u), of the Regulation.

ALL OF THIS GIVEN THE GUARANTOR

a) requires Nos, pursuant to art. 58, par. 2, lett. f) of the Regulations, the prohibition of any further processing of the data acquired by Kdata ltd. and Dynamic Web Solution ltd .;

b) orders Nos, pursuant to art. 157 of the Code, to communicate to the Authority, within thirty days from the notification of this provision, the initiatives undertaken in order to implement the imposed measure; any failure to comply with the provisions of this point may result in the application of the pecuniary administrative sanction provided for by art. 83, paragraph 5, of the Regulation.

ORDER

a Nos s.r.l.s., in the person of the pro-tempore legal representative, with registered office in Naples, Corso Umberto I, n. 217, C.F. 08959641211, to pay the sum of € 20,000.00 (twenty thousand / 00) as a fine for the violations indicated in the motivation, representing that the offender, pursuant to art. 166, paragraph 8, of the Code, has the right to settle the dispute, with the fulfillment of the prescribed requirements and the payment, within thirty days, of an amount equal to half of the sanction imposed.

INJUNCES

to the aforementioned Company, in the event of failure to settle the dispute pursuant to art. 166, paragraph 8, of the Code, to pay the sum of € 20,000.00 (twenty thousand / 00), according to the methods indicated in the annex, within 30 days of notification of this provision, under penalty of the adoption of the consequent executive acts pursuant to 'art. 27 of the law n. 689/1981.

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The application of the ancillary sanction of the publication on the website of the Guarantor of this provision, provided for by Articles 166, paragraph 7 of the Code and 16 of the Guarantor Regulation n. 1/2019, and the annotation of the same in the internal register of the Authority - provided for by art. 57, par. 1, lett. u), of the Regulations, as well as by art. 17 of Regulation no. 1/2019 concerning internal procedures with external relevance, aimed at carrying out the tasks and exercising the powers delegated to the Guarantor - relating to violations and measures adopted in accordance with art. 58, par. 2, of the Regulation itself.

Pursuant to art. 152 of the Code and 10 of Legislative Decree n. 150/2011, against this provision, opposition may be proposed to the ordinary judicial authority, with an appeal filed with the ordinary court of the place where the data controller is based, within thirty days from the date of communication of the provision itself. .

Rome, April 28, 2022

THE VICE-PRESIDENT

Cerrina Feroni

THE RAPPORTEUR

Peel

THE SECRETARY GENERAL

Mattei