DATA PROCESSING AGREEMENT

in accordance with art. 28 Regulation (EU) 2016/679

between

The Customer (hereinafter, also "**Data Controller**" or "**Controller**"), acting through its pro tempore legal representative vested with all necessary powers,

and

VEM Sistemi S.p.A. having its registered office in Forlì 47122, at Via Don Sebastiano Calderoni 12, VAT No. 01803850401 (hereinafter, also "**VEM", "Supplier", "Data Processor" or "Processor**"), acting through its pro tempore legal representative vested with all necessary powers,

hereinafter also referred to individually as "**the Party**" and jointly as "**the Parties**".

Whereas

a) the Parties have an ongoing business relationship regulated by an offer in the name of the Controller - this Agreement being an annex to and integral part of the offer and which has been accepted by the Controller (hereinafter, also the "**Main Agreement**"), as a result of which VEM shall carry out for the Controller the activities described in the Main Agreement (hereinafter also "**Service**");

b) this Agreement, therefore, shall be deemed to be applicable and referred to the business relationship under the Main Agreement since it is an integral part thereof or, in any case, referred to the single orders formalised and assigned within the scope of the same business relationship under the Main Agreement with the Supplier;

c) art. 28 of Regulation (EU) 2016/679 (hereinafter "**Regulation**") allows Data Controllers to use one or more Processors to process data on their behalf, on condition that the Processors provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing shall meet the requirements of the Regulation and ensure the protection of the rights of the Data Subject;

the following is hereby agreed and stipulated.

1 Value of the recitals

1.1 The recitals form an integral and substantive part of this Agreement and the Parties wish to attribute a contractual intent to them.

2 Definitions

2.1 For the purposes of this Agreement, the following terms, where written with a capital letter, shall have the following meaning:

- "**Agreement**": this document.
- "**Service**" (whether singular or plural): the set of activities, services and/or requirements that the Processor undertakes to perform or execute for the Data Controller under the Main Agreement and as described therein.
- "**Main Agreement**": the main agreement concluded between the Parties as referred to in the recitals.
- "**System administrator**": generally, in the IT field, roles involved in the management and maintenance of a processing system or its components, as well as comparable roles in terms of data protection risks, such as the administrators of databases, networks, security devices and complex software systems.
- **"Standard Contractual Clauses" or "SCCs"**: the standard contractual clauses for the transfer of Personal Data set forth in Commission Implementing Decision (EU) 2021/914 of June 4, 2021, adopted by the European Commission pursuant to Article 46(2) of the GDPR.
- **"Exporter"**: the Party (acting as either Controller or Processor) established within the EEA that transfers Personal Data to a Controller or Processor established outside the EEA.
- **"Importer"**: the Party (acting as either Controller or Processor) established outside the EEA that receives or is granted access to Personal Data from a Party (acting as either Controller or Processor) established within the EEA.

2.2 The terms used in this agreement that are specifically defined in the Regulation, including under art. 4, shall be interpreted in accordance with the definitions provided for therein.

3 Subject matter

3.1 The subject matter of this Agreement, in accordance with the provisions of art. 28 paragraph 3 of the Regulation, is the definition of the methods used by the Data Processor to perform the Personal Data Processing operations on behalf of the Controller, during provision of the Service and as a result of the proper fulfilment of the Main Agreement. The duration, nature, subject-matter covered and the purpose and scope of the Processing by the Controller are described in the Main Agreement. The type of Personal Data and the categories of data subjects involved are determined by the context of the Service provided and the features of the Service.

3.2 As part of their contractual relations, the Parties shall execute this Agreement in order to mutually ensure compliance with the Regulation and with personal data protection laws.

3.3 The Data Controller, having acknowledged that the Supplier provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner to ensure that the Processing meets the requirements of the Regulation and protects Data Subjects' rights, hereby appoints VEM, which accepts, as Data Processor pursuant to art. 28 of the Regulation.

3.4 The parties agree that this Agreement shall not exempt the Processor from the obligations to which it is subject by virtue of other rules applicable to it, whether national or EU

4 Controller's instructions and Processor's obligations

4.1 The Processor undertakes to process the Personal Data in compliance with the Regulation and applicable data protection laws and regulations which, by executing this Agreement, it declares it is familiar with. The Data Processor undertakes to process the Personal Data on behalf of the Controller only if required for the proper fulfilment of the obligations under the Main Agreement and, in any case, in compliance with the Controller's instructions. These instructions, which include those set out under this Agreement and the Main Agreement, may be subsequently supplemented in keeping with the subject matter of the Main Agreement and notified to the Processor using the Parties' contact details.

4.2 The Processor undertakes to implement, within its sphere of responsibility, appropriate and adequate measures to ensure that the Processing meets the requirements of the Regulation, the fundamental principles under art. 5 and the Controller's instructions.

4.3 The Processor shall promptly notify the Controller in writing, without undue delay and to the extent within its sphere of responsibility, whenever it considers that any specific instructions received from the Controller are in breach of the. Regulation. In these cases, before the instruction that is potentially in conflict with Regulation provisions is actually carried out by the Processor, the Parties undertake to cooperate in good faith in order to ensure full compliance with applicable Personal Data protection regulations and to secure the guarantees envisaged for Data Subjects.

4.4 The Processor undertakes to immediately inform the Controller in writing of any contact, communication or correspondence received from a Supervisory Authority in relation to the Processing of Personal Data carried out on behalf of the Controller. The Parties acknowledge and agree that the responsibility and duty of responding to these contacts, communications or correspondence lies solely with the Controller and not the Processor.

4.5 Taking into account the nature of the Processing and the information available, the Processor shall assist the Controller in carrying out Data Protection Impact Assessments and in consulting the Supervisory Authority prior to processing, in accordance with articles 35 and 36 of the Regulation.

4.6 Where applicable, the Processor shall appoint System Administrators, providing them with specific instructions and explicitly specifying the areas and tasks assigned to them in compliance with applicable regulations. The Controller is entitled to request a copy of the list with the names of the System Administrators involved in the Processing and their respective scopes and tasks.

5 Controller's obligations

5.1 The Data Controller has the right and duty to determine and take decisions on the purposes and means of the Processing, as provided for under art. 4 of the Regulation. Specifically, the Controller has the obligation to ensure that when the Data Processor processes Personal Data on its behalf, the processing is lawful since based on a suitable and correct legal basis

5.2 The Controller undertakes to:

i. document in writing all the Processing instructions given to the Processor, throughout the term of this Agreement;

ii. ensure that the Processor complies with the obligations laid down in the Regulation, throughout the duration of the Processing;

iii. provide the Processor, at its request, with all necessary updated information to allow the Processor to maintain a record of Processing activities pursuant to art. 30 of the Regulation.

6 Authorisation to appoint Sub-Processors

6.1 For the sole purpose of providing the Service and in compliance with the terms of this Agreement and the Regulation, the Controller acknowledges and accepts that the Data Processor may use other Data Processors (hereinafter, "Sub-Processors"), in the event that the Data Processor uses natural or legal persons that have been entrusted with the task of performing activities and/or services related to the Service, for Personal Data Processing purposes.

6.2 The Main Processor is responsible for ensuring that each Sub-Processor provides sufficient guarantees and takes appropriate technical and organisational measures in such a manner that the Processing meets the requirements of this Agreement and the Regulation.

6.3 With this Agreement, the Data Controller shall provide the Main Processor with a general authorisation to use Sub-Processors, on condition that the Processor:

i. informs the Controller of any intended changes regarding the addition or replacement of Sub-Processors, giving the Controller the opportunity to examine and, if necessary, object to such changes.

ii. enter into agreements with each Sub-Processor, where possible requiring them to comply with the same Personal Data processing obligations to which the Main Processor is subject under this Agreement so that the processing meets the requirements of the Regulations.

6.4 If a Main Processor engages Sub-Processors, the Main Processor shall remain fully liable to the Controller for the performance of the Sub-Processors' obligations should the Sub-Processors fail to fulfil their Personal Data protection obligations. This is without prejudice to the Data Subjects' rights under the Regulation, especially under articles 79 and 82.

7 System Administrators

7.1 The provisions of this article shall apply only if the Main Agreement concerns the provision of Services or the performance of activities by the Processor and whoever working under its direct authority, relating to the duties of System Administrator as defined in Decision dated 27 November 2008 "*Measures and arrangements required from the controllers of processing operations performed with electronic tools relating to the assignment of the duties of system administrator*" (Official Gazette No. 300 of 24 December 2008), as subsequently amended.

7.2 The Processor shall, to the extent within its sphere of responsibility, comply with the provisions set forth in the aforementioned Decision and with all requirements applicable

to its role.

7.3 Specifically, the Processor undertakes:

i. prior to any appointment, to assess characteristics of experience, reliability and capacity and to ensure compliance with the provisions in force, including security profiles;

ii. to individually appoint the natural persons who perform System Administrator activities, listing the areas of operation they are tasked with and allowed on the basis of the authorisation profile assigned;

iii. to keep a list of the personal details of the individuals appointed as System Administrators; the Processor shall make sure that the list is kept up-to-date and made available to the Controller which may inspect it at any time;

iv. with reference to the performance of activities on Personal Data located on the Processor's information systems, the Processor shall implement and manage measures and/or tools suitable to record the logical access (digital authentication) to processing systems and electronic archives by System Administrators. The records (so-called access logs) shall, to the extent reasonably practicable, exhibit characteristics that are consistent with the requirements set forth in the aforementioned Decision;

v. to check, at least annually, the work of the System Administrators tasked with the Services on behalf of the Controller, in compliance with the aforementioned Decision.

7.4 With regard to activities performed on Personal Data that are located on the Controller's information systems, the Processor accepts as of now that the Controller shall check the access logs of all the System Administrators who have access to the information systems within its competence, in compliance with the aforementioned Decision and at least once a year. In these cases, by executing this Agreement, the Processor undertakes to inform its System Administrators of this check.

8 Transfer of Personal Data

8.1 Any transfer of the Personal Data subject to the Processing to a country outside the European Union or the European Economic Area, including through Sub-processors, shall be carried out in full compliance with Chapter V of the Regulation, so as to ensure that the level of protection afforded to Data Subjects is not undermined.

8.2 Where the transfer of Personal Data to a third country or an international organization is required under European Union or Member State law to which the Processor is subject, the Processor shall inform the Controller of such legal requirement prior to the Processing, unless such law prohibits the provision of such information on important grounds of public interest.

8.3 The Controller authorizes VEM to Process Personal Data outside the EU/EEA, including through Sub-processors, provided that the requirements of Chapter V of the Regulation are complied with, in particular the implementation of an appropriate Transfer Mechanism. The Parties agree that, where Personal Data are processed, in whole or in part, through Sub-processors established in countries outside the EU/EEA that are not subject to an Adequacy Decision and no other appropriate Transfer Mechanism is in place, such transfer shall be governed by the Standard Contractual Clauses, including their appendices, using the Module applicable to the specific circumstances.

8.4 Where applicable, the Controller authorizes the appointment of VEM D.D. Sh.p.k., whose principal place of business is in Albania and which is part of the VEM Group, to perform remote support and maintenance services with respect to the Controller's IT infrastructure and, accordingly, authorizes the related Processing activities. The

Processor has carried out a Transfer Impact Assessment ("TIA") in relation to such transfer, and the Controller may request a copy thereof. The transfer shall be governed by the Standard Contractual Clauses under Module Three (Processor to Processor Transfer).

9 Data Subjects' rights

9.1 Bearing in mind the nature of the Processing, the Processor undertakes to assist the Controller in promptly responding to the requests of Data Subjects exercising their rights under the Regulation, and to support it, wherever possible, by implementing appropriate technical and organisational measures.

9.2 Should Data Subjects exercise their rights with the Data Processor, for example, by sending the Processor the relevant application and/or any request for information concerning their recognised and enforceable rights, the Processor shall immediately inform the Controller and forward the applications and requests received by certified email to it.

9.3 The Parties agree and accept that the Controller shall be exclusively responsible for managing and replying to the requests and applications received from Data Subjects. The Processor shall refrain from performing any further activity other than promptly submitting any requests and applications it has received to the Controller, unless otherwise agreed in writing between the Parties.

10 Personal Data Breaches

10.1 Upon occurrence of a Personal Data Breach, the Processor undertakes to notify without undue delay the Controller as soon as it has become aware of the breach.

10.2 The Processor is under the obligation to maintain absolute secrecy on the Personal Data Breaches that have occurred. In this regard, such information shall not be disclosed in any way, including by making it available or allowing for its consultation, except as required by current and applicable regulations. Notification of the Breach shall be allowed only between the Controller and/or other person indicated by the Controller and the Processor, except in the case of notifications required by law or by public authorities.

10.3 In cases where the Processor becomes aware of a Personal Data Breach, the Processor shall take all appropriate safeguard measures within its sphere of responsibility, in order to limit the breach and reduce its adverse effects.

11 Security measures

11.1 The Processor undertakes to take appropriate technical and organisational measures pursuant to article 32 of the Regulation and to consider implementing any other measures specified by the Controller in order to protect Personal Data and Data Subjects.

11.2 At the Controller's request, the Processor shall notify in writing the measures and solutions identified and taken in accordance with this Agreement.

12 Audits and checks

12.1 The Processor undertakes to provide the Controller with all necessary documentation and information to demonstrate compliance with the obligations arising from this Agreement, by accepting and taking part in the audit activities - including checks and inspections - carried out by the Controller or other party appointed by the Data Controller.

12.2 The Processor acknowledges and accepts that the Controller may ask the Processor (with at least 15 business days' notice) to cooperate in the checking operations to ensure the proper performance of this Agreement. Specifically, the checking activities carried out by the Controller may consist of the following:

i. audits and inspections by the Controller, directly or through personnel appointed by it, at the Data Processor's premises;

ii. request made to the Processor to perform a self-assessment on the security measures taken and compliance with the measures issued, providing, upon request, documentation thereof in writing.

12.3 The Controller undertakes to ensure that any checking activity shall be carried out at the Data Processor's premises as quickly as possible, during office hours and on working days, in such a manner that it shall not disrupt the Data Processor's regular business activities.

12.4 Where the Main Processor appoints Sub-processors, it shall undertake, in the name and on behalf of the Controller, to carry out the audit and monitoring activities referred to in this Article with respect to such Sub-processors.

12.5 The Controller, on its own behalf and on behalf of any third parties it may appoint, undertakes to keep confidential all information obtained in the course of the audits described above and to use such information solely for the purposes specified herein.

13 Validity, termination and amendments

13.1 This Agreement shall be valid and enforceable between the Parties for the entire term of the Main Agreement or, in the event of a different term, for the duration of the Service provided and related Processing operations by the Processor.

13.2 Upon termination of the Main Agreement for any reason whatsoever and/or upon conclusion of the Service and related Personal Data Processing, the Processor undertakes to interrupt any Processing unless required in order to comply with the Data return and deletion obligations under art. 14 of this Agreement.

13.3 The parties may propose amendments to the Agreement if they consider them to be reasonably necessary, including to comply with the requirements of applicable pro tempore Personal Data protection regulations.

14 Return and deletion of Data

14.1 Upon termination, for whatever reason, of the Main Agreement or of the provision of the Service which determines the Personal Data Processing, the Data Processor is required to delete or, at the choice of the Controller, return all the Personal Data.

14.2 The Processor is also required to delete all existing copies of the Data, unless EU or other Member State law requires their retention.