

ADDITIONAL CONDITIONS FOR THE PROVISION OF THE QUALIFIED ELECTRONIC REGISTERED DELIVERY SERVICE

1. Value of these Additional Conditions

These additional contractual conditions (hereinafter "Additional Conditions") govern the use of the Qualified Certified Electronic Delivery Service (hereinafter "Service"), pursuant to Regulation (EU) 2014/910 of the European Parliament and of the Council, of 23 July 2014 and subsequent amendments ("elDAS"). These Additional Conditions supplement the General Conditions and refer to the services indicated in the Commercial Proposal. In the event of a conflict between the General Conditions and the Additional Conditions, the latter shall prevail. The Definitions indicated in the General Conditions apply to these Additional Conditions.

2. Service Object

The Service is provided through the company Uanataca S.A.U., with registered office at Avenida Meridiana 350, 3rd floor, 08027 Barcelona (Spain) ("Uanataca"), wholly owned by Namirial, a qualified trust service provider ("QTSP") accredited in Spain. Namirial, through Uanataca, provides the Service at the request of the Client. Namirial may also carry out this activity through another QTSP belonging to the Namirial Group.

3. Service Provision Methods

The provision of the Service will consist of the following phases:

1. <u>Client Identification as Data Sender through the Service</u>

eIDAS Regulation requires that the Service ensures a high level of security in identifying the sender. To this end, the Client undertakes to sign the "Request to Create an Identified User Account - Qualified Electronic Delivery Service" form with a qualified electronic signature and must attach evidence of the signing powers of the Client's legal representative (e.g., chamber of commerce extract, power of attorney, etc.). This subscription will take place during the Client activation phase.

User Identification

eIDAS Regulation requires that the Service ensures the identification of the recipient before data transmission. This identification, in accordance with art. 4.1 of the "Policy and Practice Statement of Qualified Electronic Registered Delivery Services" of Uanataca, published in its most updated version on the Uanataca website https://web.uanataca.com/en/policies-practices, which is hereby fully referenced, will be guaranteed through SPID authentication of Users and the subsequent issuance of a qualified electronic signature certificate that will be affixed to the account creation request form for receiving communications. Specifically:

- The User will receive an email from a Sub-supplier address, containing a link to start the identification phase;
- The User will be identified through SPID authentication managed by Namirial as an AgID-contracted Service Provider through a platform called Onboarding;
- Based on the identification, the User will obtain a disposable qualified electronic signature certificate issued by Namirial as a Qualified
 Trust Service Provider, accredited by AgID and eIDAS. The User will accept the terms and conditions of use of Namirial's electronic
 signature service;
- The account creation request form, necessary to access the qualified communication, containing also the user information about the service usage conditions and data processing methods, will be signed with the aforementioned certificate whose use is limited exclusively to this purpose through the electronic signature platform called eSignAnyWhere managed by Namirial.

Before starting this phase, it will be the Client's obligation to provide Users with an information notice that clearly and comprehensibly illustrates the communication reception flow and the preliminary identification phase

3. <u>Communication Transmission</u>

Following identification and account creation, the User will receive the communication sent by the Client.

4. <u>Use of the Uanataca Platform</u>

The Client may integrate the Sub-supplier's APIs into their platform to upload communications to be sent to Users and download the related delivery evidence. It is understood that the transmission of communications is entirely managed by the Sub-supplier, who also guarantees the integrity and immutability of the aforementioned evidence (affidavit). To use the aforementioned APIs, the Client will be provided with an electronic seal that will be issued by Uanataca through the signing of a specific form with a qualified electronic signature by a person with adequate powers (if different from the signatory of this Supply Contract, evidence of the signing powers of such person must be attached - e.g., chamber of commerce extract, power of attorney, etc.). This subscription will take place during the Client activation phase. For further conditions regarding the platform, please refer to Uanataca's conditions, always available and updated on the website https://web.uanataca.com/en/policies-practices, which are hereby fully referenced unless specifically and expressly derogated, and the Client undertakes not to modify their content in any way. These documents apply to both the Client and Users who will use the Service. It is understood that the Sub-supplier will have the right to modify the aforementioned documentation applicable to Users without any obligation of prior notice. Namirial will have the right to verify at any time, even at the Client's offices, the compliance with the aforementioned procedures.

4. Regulatory Compliance

Namirial guarantees the compliance of the Service with current regulations, maintaining a high level of security and reliability. To this end, the Service is subject to periodic audits by accredited evaluation bodies, as required by current regulations, to confirm compliance with applicable technical, organizational, and regulatory requirements.



Namirial S.p.A.

Via Caduti sul Lavoro n. 4, 60019 Senigallia (An) - Italia amm.namirial@sicurezzapostale.it | Tel. +39 071 63494 P.IVA, C.F. e iscriz. al Reg. Impr. Ancona N. 02046570426 www.namirial.com

ADDITIONAL CONDITIONS FOR THE PROVISION OF THE QUALIFIED ELECTRONIC REGISTERED DELIVERY SERVICE



5. Privacy

The QTSP responsible for providing the Service acts as the data controller pursuant to Regulation (EU) 2016/679 ("GDPR"). The list of data processors appointed by the QTSP for data processing in the issuance of Disposable Certificates is made available by Namirial upon Client's request. With reference to the data of Users that will be processed by Namirial and Uanataca in the provision of the Service, the Client, as the Data Controller, undertakes to appoint Namirial as the Data Processor pursuant to art. 28 of the GDPR through a Data Processing Agreement that will regulate in detail, also through a specific processing sheet, the terms, methods, and responsibilities of the processing.