

ADDITIONAL CONDITIONS FOR THE PROVISION OF "DISPOSABLE" QUALIFIED ELECTRONIC SIGNATURE SERVICES

1. Value of these Additional Conditions

These additional conditions of contract (hereinafter "Additional Conditions") govern the use of the Service related to the issuance of disposable qualified electronic signature certificates (hereinafter "Service"), qualified under Regulation (EU) 2014/910 of the European Parliament and of the Council, of 23 July 2014 and subsequent amendments ("eIDAS").

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

Namirial S.p.A., as a Qualified Trust Service Provider ("QTSP"), issues disposable qualified electronic signature certificates ("Disposable Certificate") at the request of the Client for the signing, by natural persons ("Users"), of electronic documents in accordance with the eIDAS Regulation and the further applicable regulations to the QTSP. Namirial may also carry out this activity through another QTSP belonging to the Namirial Group.

3. Service Delivery Methods

he Service involves the prior identification, by the QTSP, of the User to whom the qualified signature certificate is attributable. For this purpose, identification may take place through one or more solutions available to the QTSP, as expressly specified in the Commercial Proposal and/or in the documentation provided to the Client. The issuance and affixing of a qualified electronic signature based on the user's identification is provided by the QTSP with the assumption of the related business risk.

At the end of the identification process and for the purpose of issuing the Certificate, the QTSP will enter into a direct contract with the User to issue the Disposable Certificates, in accordance with the terms and conditions indicated in the following documents, which will be submitted for acceptance by the User:

- a. application form;
- b. general contract conditions;
- c. data processing information pursuant to Regulation (EU) 2016/679 (GDPR).

The Service is also subject to these Additional Conditions and the technical specifications indicated in the Operational Manual - Certification Practice Statement/Certificate Policy and its possible attachments, freely consultable and downloadable on the website <https://www.namirial.com/en/documentation/>, documents which must be understood as fully referenced here unless specifically and expressly derogated, the content of which the Client undertakes not to modify in any way. It is understood that Namirial will have the right to modify the aforementioned documentation to be applied to the Client and Users without any obligation of prior notice.

4. Specific Obligations of the Client

In order to allow Namirial to provide the Service, the Client undertakes to:

- a. direct Users towards access to Namirial identification solutions, from which the process of issuing the Disposable Certificate will begin;
- b. in the sole case of issuing the Disposable Certificate within the eSignAnyWhere platform, collect and store in an orderly and accurate manner the evidence relating to the User's acceptance of the certificate request form and the general conditions, included within the audit trail log file, for a period of 20 (twenty) years from the expiration of the Certificate; the Client must provide the aforementioned evidence to Namirial within 48 (forty-eight) hours of the latter's request;
- c. make available to the User a copy of the Disposable Certificate request contract signed by the User or the confirmation of the subscription on paper or other durable medium.

Namirial, in its role as QTSP, will have the right to verify at any time, even at the Client's premises, the compliance of the aforementioned procedures.

5. 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.

6. Privacy

Namirial, as the QTSP responsible for issuing qualified electronic signature certificates, acts as the data controller pursuant to Regulation (EU) 2016/679 ("GDPR"). The list of data processors appointed by the QTSP for data processing within the issuance of Disposable Certificates is made available by Namirial upon the Client's request.

Should the Client, for its own exclusive purposes, need to access the personal data of Users collected by Namirial within the provision of Qualified Services, it will act as an independent data controller.



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