

**ADDITIONAL CONDITIONS FOR THE PROVISION OF THE "NAMIRIAL ONBOARDING" SERVICE****Section I - General Provisions****1. Value of these Additional Conditions**

These Additional Contract Conditions (hereinafter the "Additional Conditions") govern the provision of the "Namirial Onboarding" service (hereinafter the "Service" or the "Platform"), provided in Software as a Service ("SaaS") mode.

These Additional Conditions supplement and form an integral part of the General Terms and Conditions for the Provision of Services and Software (Mod.Nam.Contracts01) and the Additional Conditions for the Provision of Software in SaaS mode (Mod.Nam.Contracts03), and refer to the services indicated in the Commercial Proposal.

In the event of any conflict between the General Terms and Conditions and these Additional Conditions, the latter shall prevail. The definitions set out in the General Terms and Conditions shall also apply to this document.

**2. Service Object**

The Service enables the Client to perform remote onboarding, digital identification, and electronic signature processes through the integrated modules described below.

The Service is provided in SaaS mode, hosted on Namirial infrastructure and accessible via dedicated interfaces or secure APIs.

The Service includes:

- the setup and configuration of the onboarding workflow and its modules;
- SaaS hosting, maintenance, and technical support;
- management of updates, patches, and functional improvements.

The Service is composed of the Namirial Onboarding Platform and the following modules:

- ID Doc Check;
- ID Self;
- ID Video;
- ID Hub;
- Data Hub;
- Doc Processor;
- Namirial Archive.

The Client acknowledges that these Additional Conditions, together with the General Terms and Conditions, the SaaS Conditions, and any other Additional or Specific Conditions referenced herein, comprehensively govern the provision, use, and management of the Service.

**Section II – NAMIRIAL ONBOARDING PLATFORM (SaaS Service)****3. Service Object**

The Platform enables the management, in a single environment, of digital onboarding processes, identity verifications, document processing, and electronic signatures.

Transaction data are retained for a period of thirty (30) calendar days from completion, unless an extension is activated through the Namirial Archive Service (LTA/QPRES options).

**4. Service Level Agreement (SLA)**

The Service is provided in Shared SaaS mode pursuant to Mod.Nam.Contracts03, with:

- 24/7 availability and a minimum quarterly uptime of 99.5% (excluding scheduled maintenance);
- customer support provided on a best-effort basis during Namirial's standard business hours.

**5. Maintenance and Updates**

Updates include all revisions required to maintain regulatory and security standards, including patches, corrections, configuration changes, and technical/cyber security improvements.

**6. Use of Artificial Intelligence (AI) Components**

Any use of artificial intelligence components within the Namirial Onboarding Platform complies with the Regulation (EU) on Artificial Intelligence (AI Act) and applicable personal data protection legislation (GDPR).

AI-based systems used for document verification, facial recognition, or fraud prevention are designed and operated in accordance with the principles of transparency, accountability, and data minimisation.

**Namirial S.p.A.**

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No training activities are performed on Client Data, unless expressly authorised in writing by the Client and, in such case, exclusively on anonymised data sets.

## 7. Specific Obligations of the Client

The Client undertakes to:

- use the Service diligently and in compliance with applicable law;
- protect authentication credentials, restricting their use to authorised users only;
- ensure the accuracy and lawfulness of the data processed;
- appoint Namirial as Data Processor pursuant to Art. 28 GDPR, where applicable.

## 8. Regulatory Compliance

In the event of issuance of Qualified Electronic Signatures (QES), Namirial ensures compliance with Regulation (EU) 910/2014 (“eIDAS”), through periodic audits carried out by accredited bodies, as detailed in the Namirial Onboarding Practice Statement (Operational Manual) available on the Namirial website.

The Client acknowledges that regulatory changes or new technical compliance requirements may affect the provision of the Service or onboarding workflows and may entail financial adjustments.

## 9. Processing of Personal Data

Namirial acts as Data Processor for all data processing activities connected to the Service.

For the issuance of Qualified Electronic Signature (QES) certificates, Namirial acts as Data Controller, limited to such operations and in compliance with the GDPR and the eIDAS Regulation. The list of processors appointed by the QTSP for the processing of data in the context of the issuance of Disposable Certificates is made available by Namirial upon the Client’s request. Where the Client, for its own exclusive purposes, requires access to the personal data of Users collected by Namirial in the context of the provision of Qualified Services, the Client shall act as an independent Data Controller.

## 10. Issuance of a Qualified Electronic Signature (QES)

Namirial S.p.A., as a Qualified Trust Service Provider (QTSP), issues disposable qualified electronic signature certificates (“Disposable Certificates”) at the Client’s request, following the identification of the User through approved methods (ID Self, ID Video, ID Hub, etc.), as specified in the Commercial Proposal.

Namirial may also carry out this activity through another QTSP belonging to the Namirial Group.

The Service involves the prior identification, by the QTSP, of the User to whom the qualified electronic signature certificate (QES) is attributed. To this end, identification may be carried out through one or more solutions made available by the QTSP, as expressly indicated in the Commercial Proposal and/or in the documentation provided to the Client. The issuance and affixation of the qualified electronic signature based on the User’s identification are performed by the QTSP.

Upon completion of the identification process and for the purpose of issuing the Certificate, the QTSP shall enter into a direct contract with the User for the issuance of the Disposable Certificates, under the terms and conditions set out in the following documents, which shall be submitted for the User’s acceptance:

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

The Service is also subject to the technical specifications set out in the Operational Manual – Certification Practice Statement (CPS) / Certificate Policy (CP) and its related annexes, freely accessible and downloadable from the website <https://www.namirial.com/en/documentation/>. Such documents are to be considered fully incorporated herein by reference, except for express and specific derogations, and the Client undertakes not to alter their content in any way.

It is understood that Namirial shall have the right to update the aforementioned documentation, applicable to the Client and Users, without any obligation to provide prior notice.

The Client acknowledges that new regulatory provisions, mandatory technical standards, or compliance requirements may affect the overall Services and the advanced or qualified electronic signature (AdES/QES) workflows, without such impact being attributable to Namirial.

## 11. Issuance of a Non-Qualified Electronic Signature

Namirial S.p.A., as a Qualified Trust Service Provider (QTSP), issues non-qualified disposable electronic signature certificates (“Non-Qualified Disposable Certificates”) at the Client’s request, as specified in the Commercial Proposal.

The Service may include, where provided for in the Commercial Proposal, the prior identification, by the QTSP, of the User to whom the Non-Qualified Disposable Certificate is attributed.

For the purpose of issuing the Non-Qualified Disposable Certificate, the QTSP shall enter into a direct contract with the User for the issuance of the Non-Qualified Disposable Certificate itself, under the terms and conditions set out in the following documents, which shall be submitted for the User’s acceptance:

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



The Service is also subject to the technical specifications set out in the Operational Manual Certificate Policy & Certificate Practice Statement for Non-Qualified Certificates (NQ), freely accessible and downloadable from the website <https://www.namirial.com/en/documentation/>. Such documents are to be considered fully incorporated herein by reference, except for express and specific derogations, and the Client undertakes not to alter their content in any way.

It is understood that Namirial shall have the right to update the aforementioned documentation, applicable to the Client and Users, without any obligation to provide prior notice.

The Client acknowledges that new regulatory provisions, mandatory technical standards, or compliance requirements may affect the overall Services and the advanced or qualified electronic signature (AdES/QES) workflows, without such impact being attributable to Namirial.

### Section III - Onboarding Modules

#### 12. ID DOC CHECK MODULE

- 12.1. Object and Description: Automated verification of identity documents through OCR extraction and AI analysis (consistency, MRZ validity, photo authenticity, data congruence).
- 12.2. Usage: Standalone verification or as part of QES issuance workflows.
- 12.3. Service Specifications: The Client warrants the lawfulness of data acquisition and use in compliance with applicable regulations.

#### 13. ID SELF MODULE (FAST, TRUST & MAX)

- 13.1. Object and Description: Identity verification through document capture and facial recognition, combining the functions of ID Self Fast, Trust and Max.
- 13.2. Usage: Standalone identification or as part of QES issuance workflows, subject to criteria established by Namirial.
- 13.3. Service Specifications:
  - ID Self Fast: Fully automated verification with OCR, AI facial recognition and passive liveness check, with optional operator review;
  - ID Self Trust: hybrid automated/manual verification compliant with ETSI EN 119 461 v2.1.1;
  - ID Self Max (PVID Certified): hybrid verification with active liveness (random gestures or numbers) and review by a PVID-certified operator.

Operator Options: Verifications may be performed by Namirial operators or by the Client's duly trained and authorised operators. For QES issuance, the Client's operators must be designated as LRA/RAO and operate under Namirial's supervision.

#### 14. ID VIDEO MODULE

- 14.1. Object and Description: Operator-assisted real-time identity verification via video session.
- 14.2. Usage: Standalone identification or as part of QES issuance workflows.
- 14.3. Service Specifications: the video session may be conducted by Namirial's certified operators or by the Client's trained and authorised operators.
 

Operators performing identification for the purpose of **QES** issuance must be designated as **LRA (Local Registration Authority)** and/or **RAO (Registration Authority Officer)** under Namirial's supervision. In such case, the Client assumes responsibility for ensuring that its operators comply with all applicable regulatory and operational requirements.

#### 15. ID HUB MODULE

- 15.1. Object and Description: Integration of national and EU electronic identities (SPID, CIE, ID Austria, German ID, BankID, Identité Numérique).
- 15.2. Usage: Standalone identification or as part of QES issuance workflows; supports SPID/CIE Aggregate and Aggregator configurations.
- 15.3. Service Specifications:
  - SPID Aggregate subject to Mod.Nam.Contracts06;
  - CIE Aggregate subject to Mod.Nam.Contracts07.
- 15.4. Liability Disclaimer: Namirial is not liable for unavailability or errors attributable to third-party identity providers.

#### 16. DATA HUB MODULE

- 16.1. Object and Description: Collection and verification of certified information from public or third-party sources.
- 16.2. Usage: Standalone verification or as part of QES issuance workflows.
- 16.3. Service Specifications: Data sources must comply with applicable law and be used exclusively for legitimate purposes.
- 16.4. Liability Disclaimer: Namirial is not liable for malfunctions or errors attributable to external data providers.

#### 17. DOC PROCESSOR MODULE

- 17.1. Object and Description: Automated data extraction from documents (OCR), classification, and analysis in support of verification processes.
- 17.2. Usage: Extraction of textual information from image or PDF files.
- 17.3. AI Disclaimer: Namirial is not liable for any inaccuracies resulting from AI-based analysis, provided that the integrity and compliance of the system are ensured.



**18. CONTRACT EXECUTION MODULE**

- 18.1. Object and Description: enabling of an electronic signature service for the execution of legally binding electronic signature processes within the Service.
- 18.2. Usage: As part of electronic signature issuance workflows, including QES.
- 18.3. Service Specifications: The module supports simple, advanced and/or qualified electronic signatures and can be integrated with the other modules within the Service, with particular reference to those managing User identification.
- 18.4. Liability Disclaimer: The choice of the type of electronic signature to be used within the Service is entirely at the Client's discretion. The Client declares to be aware that certain types of contracts and documents may not be subject to electronic signature laws or may be subject to specific regulations enacted by governmental agencies in the field of electronic signatures and records. Namirial shall have no obligation to verify whether a given electronic contract is or is not subject to applicable electronic signature laws or to specific governmental agency enactments, or whether it may be legally executed with electronic signatures. The Client is responsible for fulfilling all obligations and requirements underlying the validity of the chosen signature type, without prejudice to those belonging to the QTSP.

**19. Namirial Archive MODULE**

- 19.1. For the storage and preservation of evidences generated by the Platform and its modules, reference is made to Mod.Nam.Contracts08 and the relevant Specific Conditions, which govern data archiving, long-term preservation (LTA), and the QPRES service.

Client Signature\* \_\_\_\_\_

\* please provide a digital signature

Client Name \_\_\_\_\_