

ANNEX III

DATA PROCESSING SHEET

Special conditions under the General Agreement on Personal Data Processing

Article 28 Reg. EU 2018/679 ('GDPR')

Between

The **Data Controller**, as identified in the Agreement, represented by its legal representative vested with the necessary powers,

and

The **Data Processor**, as identified in the Agreement, represented by its legal representative vested with the necessary powers,

Furthermore, the Controller and Processor may be jointly referred to as '**Parties**' and individually as '**Party**'.

WHEREAS

- I. The Parties have signed the Main Agreement on Personal Data Processing ("Agreement"), which governs the terms and methods of personal data processing carried out by the Processor in the context of providing the Services covered by the Contract;
- II. Pursuant to the aforementioned Agreement, the processing of personal data related to the provision of specific Services is governed through Data Processing Sheets that define the operational characteristics, categories of data processed, purposes, security measures applied, and any involvement of Sub-Processors;
- III. This Data Processing Sheet specifies the details of the Service in accordance with the Agreement. It integrates and completes the general provisions of the Agreement, constituting an integral and binding part between the Parties;
- IV. In case of conflict between the provisions of this Data Processing Sheet and those of the Agreement, the provisions of the Agreement shall prevail, unless the Data Processing Sheet expressly provides for agreed exceptions between the Parties;
- V. For matters not expressly provided for herein, the provisions and definitions set forth in the Agreement and the Contract shall apply, which are hereby fully incorporated by reference.

Having stated all of the above, the Parties present, in the following table, the specifications of the Personal Data processing related to the Service, including information on purposes, categories of data processed, applied security measures, and any other relevant detail for the purposes of the Agreement.

	DESCRIPTION
SERVICE	<i>Namirial HSE</i>
NATURE OF THE PROCESSING	The Processor may process the Client's Personal Data acquired in the context of providing support and maintenance activities, within the limits strictly necessary for the performance of the services under the Contract, in terms of: collection, recording, organization or structuring, consultation, selection, deletion, or destruction.
PURPOSE OF THE PROCESSING	Conclusion of the Contract and performance of the services covered by the Contract.



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METHOD OF DELIVERY	<p><i>On Premises / Cloud SaaS (Shared/Private).</i></p> <p><i>If the service delivery mode is On Premises, the Personal Data reside on infrastructures and applications exclusively managed by the Customer, and any access to the Personal Data by Namirial will occur solely for maintenance and support activities related to the provision of the Service.</i></p>
CATEGORIES OF DATA SUBJECTS	<ul style="list-style-type: none"> • End customers; • Service users; • Employees.
CATEGORIES OF PERSONAL DATA PROCESSED	<p>The Personal Data processed by the Processor on behalf of the Controller belong to the following categories.</p> <p>COMMON DATA</p> <ul style="list-style-type: none"> • Personal details (first name, last name, date of birth, place of birth, country, gender, tax code, residence/domicile address); • Contact details (e-mail, telephone number); • Browsing data (IP address, system logs); • Any additional data: personal data acquired in the context of the provision of the Namirial HSE service, as well as in the context of support and maintenance activities carried out by the Processor (e.g., data contained in documents uploaded within the HSE platform). <p>SPECIAL CATEGORIES OF DATA pursuant to Art. 9 GDPR</p> <ul style="list-style-type: none"> • Any additional data: personal data acquired in the context of the provision of the Namirial HSE service, as well as in the context of support and maintenance activities carried out by the Processor (e.g., data contained in documents uploaded within the HSE platform).
DATA STORAGE LOCATION	<p>The data are stored on the servers of the Processor and/or Sub-Processors located within the European Union/EEA.</p>
DURATION OF PERSONAL DATA PROCESSING	<p>The processing of Personal Data for the provision of the Services will have the following duration: the entire duration of the Contract with the Controller; the entire duration of the Agreement with the Controller if, for any reason, longer than the duration of the Contract.</p> <p>After the expiration of the aforementioned periods, the Processor is allowed further retention of Personal Data to the extent that it constitutes compliance with specific legal obligations or orders from competent Authorities.</p> <p>The retention of Personal Data is also permitted exclusively to the extent that such Personal Data are necessary for the Processor to demonstrate, assert, or defend its own right, for a maximum period of 10 years.</p>



SECURITY MEASURES	Ref. Annex II - Technical and Organizational Security Measures under the Agreement.
SUB-PROCESSORS	<p>The Processor uses other companies within the Namirial Group and selected third parties that offer data confidentiality guarantees to carry out processing operations related to the provision of the Service. These entities are selected in accordance with the provisions of the Agreement, receive precise instructions on data processing, and perform only the necessary activities in compliance with the provided directives.</p> <p>The updated list of these entities is reported in Annex III A of this document.</p>



ANNEX III - A SUB-PROCESSORS

This Annex lists the approved Sub-Processors as of the date of signing the relevant Data Processing Sheet, pursuant to the Agreement.

The listed entities have been selected based on criteria of experience, reliability, and compliance guarantees with applicable regulations, particularly the provisions of Article 28 of EU Regulation 2016/679.

They operate under the authority of the Processor, adhering to the instructions received and adopting adequate security measures for the protection of the processed Personal Data.

The list of Sub-Processors may be updated over time in accordance with the provisions of the Agreement.

COMPANY NAME	ADDRESS	PROCESSING LOCATION	ACTIVITY SCOPE
AWS EMEA SARL	Luxembourg, 38 Avenue John F. Kennedy L-1855	EEA	<i>Data storage</i>
Atlassian B.V.	Amsterdam, Singel 236 1016 AB Amsterdam, Netherlands	EEA	Support ticket management
Zendesk Inc.	989 Market St, San Francisco, CA 94103	EEA	Support ticket management
Exalate NV	Roderveldlaan 2 bus 3, 2600 Berchem, Belgium	EEA	Synchronization of support tickets
Yarix S.r.l.	Montebelluna (TV), Vicolo Boccacavalla n. 12, 31044	EEA	SOC (<i>Security Operation Center</i>) and MOC (<i>Monitoring Operation Center</i>)
Telemedware S.r.l. unipersonal	Via Raffaello Sanzio 387, CAP 60019 Senigallia (AN), Italia	EEA	Support for software development activities
Able S.r.l.	Via Amsterdam 138, CAP 00144 Roma (RM), Italia	EEA	Software functionality integration