ANNEX III

DATA PROCESSING SHEET

Special conditions under the General Agreement on Personal Data Processing

Article 28 Reg. EU 2016/679 ('**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	*SGAPro*
PROVIDING ENTITY	**Namirial S.p.A.** Where the Providing Entity does not coincide with the Supplier identified in the Commercial Proposal, it acts as Intra-Group Sub-Processor on behalf of the Supplier, operating under pre-existing intra-group agreements between the companies of the Namirial Group, compliant with Article 28 GDPR.
NATURE OF THE PROCESSING	The Processor may process the Client's Personal Data in the context of providing the service, within the limits strictly necessary for the performance of the services under the Contract, in terms of:

	collection, recording, organization or structuring, consultation, processing, selection, extraction, comparison, use, communication, deletion, or destruction.
PURPOSE OF THE PROCESSING	Conclusion of the Contract and performance of the services covered by the Contract.
METHOD OF DELIVERY	*Cloud* SaaS (*Shared/Private*)
CATEGORIES OF DATA SUBJECTS	• Clients; • Employees; • Service users.
CATEGORIES OF PERSONAL DATA PROCESSED	The Personal Data processed by the Processor on behalf of the Controller belong to the following categories. **COMMON DATA:** • Identification and personal data (name, surname, date of birth, place of birth, nationality, gender, tax code, username); • Data relating to the professional Order/Register of membership (number, selection, category and registration status); • Contact data (email, phone number, certified email (PEC) address, residence/domicile address); • Professional data (professional qualification, educational qualification, specializations, etc.); • Data relating to training and professional development (participation in training events, courses, seminars, conferences; training credits earned; history of mandatory training; certificates and certifications); • Administrative and accounting data (amounts due and paid, payment history, payment status, receipts, invoices); • Platform access and usage data (credentials, user role, IP address, log data); • Data relating to communications and interactions via the platform (e.g. any requests or reports sent by the registered members). **SPECIAL DATA PURSUANT TO ART. 9 GDPR (IF ANY):** • Information relating to exemptions or concessions (e.g. for health or maternity/paternity reasons). **JUDICIAL DATA (IF ANY):** • Any judicial data connected to disciplinary measures, processed exclusively within the limits and for the purposes provided by the regulations applicable to professional Orders.
DATA STORAGE LOCATION	The data are stored on the servers of the Processor and/or Sub-Processors located within the European Union/EEA.
DURATION OF PERSONAL DATA PROCESSING	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. 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. 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.
SECURITY MEASURES	Ref. Annex II of the Main Agreement.
SUB-PROCESSORS	The Providing Entity of the Service (identified in the row above) uses, for the provision of the Service, other Namirial Group companies and selected third parties that offer data confidentiality guarantees. The updated list is provided in Annex III A, divided into **Table A** (Namirial Group companies involved in service delivery, operating under pre-existing intra-group agreements compliant with Article 28 GDPR and separate from this Agreement) and **Table B** (Third-Party Sub-Processors). Some of these third parties may also operate outside the European Economic Area (EEA), including the United States. To ensure compliance with the GDPR (Articles 44-49) and personal data protection regulations, the Supplier may use appropriate mechanisms for data transfer. 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. The updated list of these entities is provided in Annex III A of this document.

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.

TABLE A

NAMIRIAL GROUP COMPANIES INVOLVED IN SERVICE DELIVERY

COMPANY NAME	ADDRESS	PROCESSING LOCATION	ACTIVITY SCOPE
Namirial SPA	Via Caduti sul Lavoro 4 – Senigallia (AN) Italy	EEA	Service provider

TABLE B

THIRD-PARTY SUB-PROCESSORS

COMPANY NAME	ADDRESS	PROCESSING LOCATION	ACTIVITY SCOPE
AWS EMEA SARL	Luxembourg, 38 Avenue John F. Kennedy L-1855	EEA	Cloud Services
Atlassian B.V.	Amsterdam, Singel 236 1016 AB Amsterdam, Netherlands	EEA	Ticketing platform
Zendesk Inc.	989 Market St, San Francisco, CA 94103	EEA	Ticketing platform
Exalate NV	Roderveldlaan 2 bus 3, 2600 Berchem, Belgium	EEA	Support ticket synchronization
Var Group S.p.A. (Yarix)	Via della Piovola, 138 – 50053, Empoli FI, Italy	EEA	SOC (Security Operation Center) and MOC (Monitoring Operation Center)