

## TERMS AND CONDITIONS OF USE

### SYNESGY – SERVICE ACCESS AND COMPANY LIST MANAGEMENT

These are our Terms & Conditions applicable to the Services provided to you through the Synesgy service related to company list management for ESG supply chain assessment. They were last updated on 05th May 2023. We would ask that you please read carefully.

Please be aware. If you visit or use the Synesgy service to request assessments on the companies you work with, you will completed and agreed to the registration form below and therefore you are agreeing to these Terms & Conditions, which form a binding contract between you and us. Please read them carefully and keep a record of these Terms & Conditions for your future reference.

These Terms & Conditions will be updated from time to time. Each time they are amended, you will have to log on and accept the most recent updated terms and conditions.

These terms of use of the Synesgy (Company List Mgmt Service) below are entered into by and between: the "CLIENT", with details as provided on the <https://www.vision-net.ie/synesgy-online-agreement.jsp> page

#### AND

**CRIF VISION-NET LIMITED**, with registered office located at Adelphi Plaza, George's Street Upper, Dun Laoghaire, County Dublin, Ireland ], Company No. 177790, in the person (hereafter "CRIF"),

both also referred to hereafter as "**Party**" or jointly as "**Parties**"

#### PREAMBLE:

- A) CRIF is a company that provides information solutions, information reports, software and consultancy services to banks, financial institutions, insurance and service companies in every phase of the customer relationship. In particular, CRIF supplies services and/or products aimed at supporting clients in acquisition strategy planning and customer portfolio management. CRIF is part of "Crif Group", meaning the companies controlled by, invested, or associated to the company CRIF S.p.A.;
- B) Within its activities, CRIF, also through its affiliates, promotes the Crif Group "ESG Initiative", through which it is intended to allow the Professional (as defined below) to communicate to interested third parties the ways in which the latter manages ESG Issues (as defined below). By participating in the Initiative, the Professional provides Information (as defined below) which certifies the level of commitment of his/her business activity to ESG Issues. The Information is sent by the Professional via the completion of an online Questionnaire (as defined below) prepared by CRIF.
- C) Within the context of the activities referred to in the previous letter, CRIF also provides a series of services, including the Synesgy Company List Management Service, as defined below, which consists of the supply to clients of the Information with which the Professional declares, through the compilation of the Questionnaire, the ways in which he/she manages ESG Issues.
- D) The CLIENT has expressed interest in receiving the Synesgy Company List Management Service on the Professionals of its interest to be indicated to CRIF from time to time during the validity of the Contract;
- E) The Parties intend to regulate the terms and conditions of supply of the Synesgy Company List Management Service (as defined below) by means of this Contract.

**IN CONSIDERATION OF THE AFORESAID, WHICH CONSTITUTES AN INTEGRAL AND SUBSTANTIAL PART OF THIS CONTRACT TOGETHER WITH THE SUBSEQUENT ANNEXES, THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS:**

**ARTICLE 1 DEFINITIONS**

1.1 Reference must be made to the following definitions in the interpretation of this Contract, which have the meanings defined below where indicated with an initial capital letter (both singular and plural):

**"CRIF Group"**: has the meaning set forth in preamble (A).

**"Professional"**: means a natural or legal person acting inside the scope of an economic activity (trade, business, craft and liberal professional and who completes the Questionnaire.

**"Information"**: means the set of information voluntarily provided by the Professional through the completion of the Questionnaire to specify the means with which his/her business activity manages environmental, social, and governance issues ("ESG Issues") at the time of completion of the Questionnaire.

**"ESG Initiative"**: means the CRIF initiative described in preamble letter B).

**"Questionnaire"**: means the questionnaire prepared by CRIF and completed by the Professional, under the Professional's sole responsibility and on a voluntary basis, in which he/she specifies how his/her business activity manages ESG Issues on the date of compilation of the Questionnaire.

**"Questionnaire Score" or "Score"**: means the score calculated by CRIF using the Information and, possibly, any other data coming from public or publicly available or generally accessible sources, aimed at supporting the assessment of the degree of compliance of a counterparty with ESG issues, taking into consideration the sector and geographical area. This Score is provided to the CLIENT as part of the Service.

**"Synesgy Company List Management Service" or "Service"**: means the supply to the CLIENT of the Information and Score on the Professional specified by the CLIENT. This supply is dependent on the compilation of the Questionnaire by the Professional of interest to the CLIENT.

**ARTICLE 2 SUBJECT OF THE CONTRACT**

2.1 CRIF undertakes to provide the CLIENT that has signed this Contract with the Service in relation to the Professionals who, during the contractual relationship, will be communicated by the CLIENT, under the terms and conditions reported herein.

**ARTICLE 3 MEANS OF SUPPLY**

3.1 The supply of the Service will be carried out according to the following operating procedures and involves the activities below:

a) Mailing Activities: CRIF will receive the details and e-mail addresses from the CLIENT for which mailing activities are to be carried out, inviting the Professional to fill out the Questionnaire. CRIF will send the e-mails to the Professional on behalf of the CLIENT using an account made available by the CLIENT, promoting the CRIF ESG Initiative in partnership with the CLIENT. This activity may be repeated at each Questionnaire expiry date, in order to renew the invitation to the Professional to fill out the updated Questionnaire, on behalf of the CLIENT and third-party clients of CRIF interested in the Information relating to the Professional.

b) Questionnaire Repository in the Customer Area: CRIF will provide the CLIENT with a monitoring dashboard relating to the compilation of the Questionnaire by the Professional together with the ability to access, view, and download the Questionnaire.

3.2 The Service will be provided according to the specifications indicated by the CLIENT in Annex A ("Sample Technical specifications") as specified and communicated in writing by the CLIENT to CRIF. Annex A constitutes an integral part of this Contract. For the use of the Service, CRIF will create login credentials ("Credentials") which will be provided based on the technical specifications indicated by the CLIENT. In particular, in order to allow CRIF to create the Credentials, the CLIENT shall provide below the necessary information concerning the person to whom the user account will be sent ("User Details"):

These details will be provided through the CRIFVision-net online registration form on the <https://www.vision-net.ie/synesgy-online-agreement.jsp> page and will include FIRST AND LAST NAME, TELEPHONE NO. E-MAIL.

The CLIENT undertakes to immediately inform CRIF in writing of any changes to the User Details. The CLIENT is responsible for the accuracy of the User Details communicated to CRIF.

In any case, the CLIENT shall keep the Credentials confidential and prevent them from being used by third parties. In the event of loss of the Credentials, the CLIENT shall immediately inform CRIF, which will disable them and provide the CLIENT with new Credentials.

3.3. For the supply of the Service, CRIF may use associated, subsidiary, and/or parent companies. In any event, the liability of CRIF vis-à-vis the CLIENT remains within the limits of the provisions of this Contract for any full or partial non-compliance attributable to the abovementioned subjects, provided that any such non-compliance is not due to unforeseeable events, force majeure or circumstances not attributable to CRIF.

3.4 The CLIENT acknowledges and accepts that the Questionnaire will be completed by the Professional on a voluntary basis and under the latter's sole responsibility. CRIF will not check any Information provided by the Professional and, therefore, shall not in any way be held responsible for the contents of said Information, as well as for the use of the Questionnaire or the decisions taken by the CLIENT based on the Information reported therein.

3.5. The CLIENT also acknowledges that the Questionnaire reports the Information as provided by the Professional on the date of compilation or subsequent updates, and that after a year, the Professional may be invited, by e-mail, to renew the Questionnaire with up-to-date Information. Therefore, CRIF does not update the Information and shall not be responsible in this regard, since such updating is solely the responsibility of the Professional.

3.6 The Score is calculated by CRIF based on the Information and refers to the date of processing of the Score itself. The CLIENT undertakes to use the assessment and the Score for the CLIENT's internal use only.

#### **ARTICLE 4 FEES**

4.1 In consideration of CRIF providing the Services to the Client, the Client shall pay one Euro to CRIF, receipt of which has been acknowledged by CRIF.

#### **ARTICLE 5 OBLIGATIONS, GUARANTEES, AND RESPONSIBILITIES OF THE PARTIES**

5.1 Except in cases of willful misconduct or and fraud or fraudulent misrepresentation or death or personal injury, CRIF does not assume any responsibility for any delays, errors or damage of any kind suffered by the CLIENT and/or its assignees in relation to the Service.

5.2 CRIF aggregate liability to the CLIENT for losses under or in connection with this Contract shall not exceed the amount of 10,000 euro.

5.3 In particular, within the limits set forth in this clause 5, CRIF is only liable for direct damage caused to the CLIENT in performing the Service.

5.4 The CLIENT undertakes to use the Information diligently, and not to transfer, for any reason, to reuse, resell and/or make any Information and/or the Questionnaire and/or the Score available to third parties. The CLIENT therefore agrees to use the Information, Questionnaire and Score for the CLIENT's internal use only.

5.5 Any assessment/valuation deriving from the processing/analysis of the Information relating to the Service shall be made by the CLIENT and/or its assignees in complete autonomy and under its direct and sole responsibility.

5.6 The CLIENT warrants and guarantees to CRIF that it can lawfully provide the information and the e-mail account necessary for the performance of the Service by CRIF, without breaching any obligations vis-à-vis third parties or the rights of third parties.

5.7. The CLIENT undertakes to indemnify and hold CRIF harmless from any damage resulting from a breach of the obligations and guarantees assumed with this Contract.

5.8. CRIF does not provide any guarantee in relation to the Service which is not explicitly set out in this Contract.

5.9 Neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any:

5.5.1 loss of profits;

5.5.2 loss of sales or business;

5.5.3 loss of agreements or contracts;

5.5.4 loss of anticipated savings;

5.5.5 loss of or damage to goodwill; or

5.5.6 indirect or consequential loss,

suffered by the other Party that arises under or in connection with this Contract.

## **ARTICLE 6 DURATION AND TERMINATION**

6.1 This Contract is valid and effective for one (1) year from the signing by the CLIENT.

6.2 CRIF is entitled to withdraw from the Contract at any time, with 30 (thirty) days' prior written notice to the CLIENT, in the event of changes to laws, regulations, administrative acts, legal interpretations or other such cases affecting the legislation in force applicable to this Contract, which make it impossible or difficult to continue the relationship.

## **ARTICLE 7 DATA PROTECTION**

7.1 In performing the Mailing Activities, the CLIENT, in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data, hereby states that it is the Controller for the purposes of the processing of the personal data that will be processed by CRIF for the performance of the Service, and guarantees that it has implemented all the requirements of the aforementioned GDPR. The CLIENT therefore guarantees that CRIF can legitimately process the personal data provided to it for the purposes of the Service. The CLIENT undertakes to hold harmless CRIF from any possible claims for compensation and penalties deriving from the breach of regulatory provisions on data protection by the CLIENT in the processing of personal data communicated to CRIF for the performance of the Service.

7.2 In order to legitimize the processing of personal data by CRIF, the CLIENT undertakes to appoint CRIF as the Processor pursuant to art. 28 of the GDPR, according to Annex B to this Agreement ("Sample letter of appointment of the Processor").

7.3 CRIF will implement the processing of personal data entrusted to it in full compliance with the GDPR and any other regulations applicable to such processing, as well as the instructions provided by the CLIENT with the appointment as Processor.

7.4 The CLIENT authorizes CRIF to appoint, pursuant to art. 28, paragraph 2 of the GDPR, all subjects authorized as subcontractors by the CLIENT as well as the sub-suppliers that CRIF will use for the processing operations as other Processors (hereafter Sub-Processors).

7.5 CRIF will impose on all Sub-Processors the same obligations regarding personal data protection assumed in relation to the CLIENT through the signing of this Agreement and attached letter of appointment of the Processor, by means of an appropriate contract. Therefore, with the formalization of the appointment, CRIF will provide the Sub-Processors with the same instructions given to it by the CLIENT in accordance with art. 28 of the GDPR. CRIF undertakes to inform the CLIENT regarding any changes and the addition or replacement of other Processors, to allow the CLIENT to oppose the changes.

7.6 In the performance of the Questionnaire Repository activities in the Customer Area and the supply of the Score, the Parties will process the data as independent Controllers. The Parties undertake to comply with the data processing provisions of the GDPR and the applicable regulations in force, and to use systems and procedures that comply with the provisions referred to in article 32 of the GDPR. Whenever the CLIENT must send personal data to CRIF in relation to which it acts in the role of Controller, the CLIENT undertakes to provide a suitable information notice to the data subject concerned and guarantees that the processing of these personal data will be carried out on the basis of one or more of the lawfulness preconditions set out in art. 6 of the GDPR.

7.7 Neither Party shall be entitled to recover from or be liable to the other in respect of any administrative fine or penalty imposed on it pursuant to Articles 83 and 84 of the GDPR, or equivalent provisions of the Data Protection Act 2018.

7.8 As regards to the data processing activities that fall within the scope of the Data Protection Legislation, neither Party hereto limits or excludes its liability, or waives its rights, in relation to the provisions set out in Article 82 of the GDPR, or equivalent provisions of the Data Protection Act 2018.

## **ARTICLE 8 CONFIDENTIALITY - PROPERTY RIGHTS - NON-COMPETE OBLIGATION**

8.1 The CLIENT undertakes to maintain the confidentiality of the content of this Contract, the Information and the Questionnaire received during the execution of this Contract. The CLIENT undertakes to use the information received from CRIF in a confidential manner regarding the methods, programs and/or procedures, and any other type of contractual, technical or illustrative documentation related to the Service, and not to divulge this information to third parties for any reason whatsoever for the duration of this Contract, as well as after the aforementioned Contract ceases to have effect.

8.2 The CLIENT expressly acknowledges and accepts that the Service supplied in compliance with this Contract is purely the result of the expertise and work of CRIF and/or related, subsidiary and/or parent companies, and that, therefore, all rights connected to the method, know-how, Questionnaires, the Score, databases containing the Information, the IT platform and websites through which the services related to the ESG Initiative are provided (including the Service), as well as any and all industrial and intellectual property rights related to the Service and the ESG Initiative, shall remain property of CRIF and/or related, subsidiary and/or parent companies.

8.3 The CLIENT undertakes for five years from the signature of this Contract not to carry out any activities directly and/or indirectly competing with those carried out by CRIF in relation to the ESG Initiative and/or the Service.

## **ARTICLE 9 ASSIGNMENT OF THE CONTRACT**

The CLIENT expressly authorizes CRIF to assign this Contract to its subsidiaries, controlling or related companies.

## **ARTICLE 10 APPLICABLE LAW AND COMPETENT COURT**

This Contract is governed by the law of Ireland. Any dispute arising out of or in relation to the validity, execution, interpretation or termination of this Contract will be the exclusive jurisdiction of the Court of Dublin.

## **ARTICLE 11 FINAL PROVISIONS**

The CLIENT authorizes CRIF to inform third parties that the CLIENT is a user of the Synesgy Company List Management Service.

The following Annexes constitute integral and substantial parts of the present Contract:

Annex A: Technical Specifications

Annex B: Letter of appointment of the Processor (Fac - Simile.

the conditions and provisions of which are considered to be incorporated by reference and accepted.

**ANNEX A**  
**TECHNICAL SPECIFICATIONS**

➤ SMTP Configuration

Key	Value	Notes
<b>Sender e-mail (mailbox)</b>		This is the e-mail address we will use as sender to invite your suppliers to take part in the initiative and send any reminders
<b>SMTP server</b>		The information relating to your SMTP and e-mail address is essential to be able to send e-mails on your behalf and to avoid any issues with antispa filters
<b>SMTP port</b>		
<b>SMTP encryption</b>		Enables the SSL protocol for the SMTP server (specify "yes" or "no")
<b>Sender mailbox password</b>		

➤ Reminder

Key	Value	Notes
<b>Enable reminder</b>		Specify whether to enable the sending of a reminder e-mail (if yes, the following fields will be mandatory)
<b>Days overdue</b>	10	Specify after how many days the first reminder will be sent
<b>Period between reminders (days)</b>	7	Specify the number of days that shall pass before sending subsequent reminders
<b>Maximum number of reminders</b>	3	Specify the maximum number of reminders

➤ E-mail template management

Key	Value	Notes
<b>Enable the custom template</b>		Specify if it is necessary to enable a custom invitation template

**ANNEX B**  
**APPOINTMENT OF THE PROCESSOR (FAC-SIMILE)**

*(CLIENT letterhead)*

To:

CRIF VISIONNET LIMITED  
Adelphi Plaza, George's Street Upper,  
Dun Laoghaire, County Dublin, Ireland  
Dublin

**Subject: APPOINTMENT OF THE PROCESSOR PURSUANT TO ARTICLE 28 OF  
EU REGULATION 2016/679 (GDPR)**

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To whom it may concern,

Preamble:

(a) your company, **CRIF VISIONNET LIMITED**, with registered office located at Adelphi Plaza, George's Street Upper, Dun Laoghaire, County Dublin, Ireland (hereafter "**CRIF**") provides our company \_\_\_\_\_ "**CLIENT**" \_\_\_\_\_ with registered office located at, as provided through the registration page (hereafter "**Client**") with Mailing Activities, in accordance with the specific contract and the conditions and methods stated therein (hereafter the "Service");

(b) as part of the activities for the provision of the Service, the CLIENT must transfer personal data to CRIF to allow the performance of the Service (and limited to the Service), where this data does not fall within the special categories of data pursuant to art. 9 of the GDPR (hereafter "Data"), of which the CLIENT is the Controller in accordance with the GDPR;

(c) the activities carried out by CRIF as part of the Service on behalf of the Client also include Data processing, and require specific tasks by CRIF, a company chosen for its experience, ability and reliability as the ideal company to ensure full compliance with existing personal data processing provisions, and which has also provided sufficient guarantees of the implementation of adequate technical and organizational measures that meet the requirements put in place by the GDPR, ensuring the protection of data subject rights.

In consideration of the aforesaid, with the present document, the CLIENT

**APPOINTS**

pursuant to and in accordance with article 28 of the GDPR, CRIF as

**PROCESSOR**

for Data processing as part of the Service and the diligent performance of the contract relating to the Service referred to above.

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In view of the above mentioned appointment, the Client (hereafter the "Controller") entrusts the following TASKS to CRIF (hereafter the "Processor") and gives the following INSTRUCTIONS for data processing, which the Processor must adhere to:

- (i) Data processing must be carried out by the Processor in full compliance with the applicable legislative provisions under the GDPR and any other applicable legislation, while taking into consideration the personal data protection measures introduced by the Irish Data Protection Commission (DPC Ireland) from time to time and concerning the processing performed by the Processor;
- (ii) in carrying out its Data processing activities, the Processor can legitimately expect the Controller to guarantee that the Data sent as part of the diligent execution of the contract relating to the Service was collected by the Controller from the data subject or from third parties in compliance with all the requirements and on the basis of one or more assumptions of legitimacy required by the GDPR;
- (iii) Data processing must be carried out by the Processor in its performance of the contract for the Service and for the purposes connected to providing the Service, as well as for the time strictly necessary to achieve the aforementioned aims and for the purposes strictly connected and instrumental to the management of related technical problems, and, in any case, in such a way as to guarantee the security and confidentiality of the Data; the processing may be carried out both manually and with the help of electronic means, or automatically and electronically;
- (iv) the Data processed by the Processor as part of the Service shall not be disclosed to third parties, or circulated or transferred abroad, except where otherwise provided for in the contract and by the present letter of appointment; the Processor will not use the Data, either directly or indirectly, for purposes other than those related to the Service, and will not disclose the Data to third parties, except where required by law or by the Judicial Authority or by the competent Administrative Authorities;
- (v) The Processor is authorized to use Sub-Processors in the normal performance of its services, as specified in the Contract. The Sub-Processors can process the Controller's data only under the terms of the agreements in the relative "Appointment as Sub-Processor". The appointment as Sub-Processor imposes the same rules on the protection and processing of personal data imposed by the Controller on the Processor under the applicable legislation, Contract, and this document. Furthermore, the Processor undertakes to inform the Controller regarding any changes and the addition or replacement of other Processors, to allow the Controller to oppose the changes. Within 10 days, the Controller can object to the new Sub-Processor by sending a written note to the Processor in which it explains the reasons for the objection, which must be objective, justified, and relating to the impossibility that the chosen Sub-Processor can guarantee data protection. If the Sub-Processors fail to comply with their data protection obligations, the Processor will assume

full responsibility for the fulfillment of the obligations of the Sub-Processor with respect to the Controller;

(vi) The Processor can transfer the personal data subject to processing as provided by the Company outside the European Economic Area (EEA), including through its subcontractors. The Controller explicitly recognizes and accepts that, in the case that it does not consent to the transfer of data outside the European Economic Area or outside a jurisdiction declared adequate by the Decision of the European Commission, the Processor cannot provide the corresponding Services and the Processor shall be completely indemnified from any associated consequences and shall not be liable in any way to the Controller for the fact that the Processor will not be able to provide the Services subject to the Contract. Furthermore, the Processor will provide the Controller with all the information necessary to allow any authorization to the transfer of data in relation to the Services. In the event of any transfer of data, the Processor will transfer the data based on the Adequacy Decision pursuant to art. 45 of the GDPR or through any data protection clauses adopted by the Commission pursuant to art. 46 of the GDPR;

(vii) on termination of the Service, the Processor must return the Data to the Controller on the basis of its instructions, or permanently and irreversibly delete the Data sent by the Controller for the performance of the Service;

(viii) the Processor must identify in writing the Designated Employees for Data processing, who will be bound by a confidentiality agreement and suitably trained, as well as provide the Designated Employees with additional specific instructions, where necessary, in terms of what is set out in the legislation for the performance of the Data processing duties;

(ix) the Processor has the duty to comply with and ensure the Designated Employees comply with the provisions relating to Data security and, in particular, the Processor must adopt, in compliance with the provisions in art. 32 of the GDPR, the security measures required to ensure an appropriate level of security in relation to risk and be able to ensure the ongoing confidentiality, integrity and availability of the personal data being processed. These measures should minimize the risks, where identified, of loss or destruction of the Data, even if accidental, and of unauthorized access or Data processing without consent or not complying with the aim of the collection;

(x) the Processor must notify the Controller without unjustified delay and, in any case, not more than 48 hours from becoming aware of a data breach regarding data processed on behalf of the Controller. All the information concerning the event should be provided with this notification, and in any case at least: (i) a description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures adopted or proposed measures to address the data breach and including, where appropriate, measures to mitigate its possible adverse effects. Where and to that extent that it is not possible to provide the information at the same time and the identification of the event, the information may be provided in phases without undue further delay;

(xi) the Processor undertakes to provide support to the Controller in the activities required to comply with the obligations of the latter in accordance with the GDPR, within the limits of the information it holds and of the processing performed on behalf of the Controller;

(xii) The Processor keeps a record, pursuant to art. 30 paragraph 2 of the GDPR, in written and electronic form, of all categories of processing activities carried out on behalf of the Controller, containing: (i) the name and contact details of the Processor; (ii) the categories of processing carried out on behalf of the Controller; (iii) where applicable, transfers of personal data to a third country or an international organization, including the identification of that third country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49, the documentation of suitable safeguards; and (iv) a general description of the technical and organizational security measures referred to in article 32 of the GDPR;

(xiii) the Controller can carry out sample checks at its own expense at the Processor's company offices, using personnel that have been expressly appointed to the task, by sending a prior request in writing to the Processor with advance notice of at least fifteen working days from the proposed date and, in any case, at the date and time to be agreed with the Processor, in order to assess compliance of the Data processing with the existing contract for the Service between the parties, with this letter of appointment, and the legislation in force. The Controller shall undertake to carry out the aforementioned verification activities in the shortest time possible - during office hours and on working days - so as not to disrupt the normal performance of the Processor's activities. The Processor undertakes to make available to the Controller all the information required to demonstrate compliance with the obligations assumed with the signing of the Contract and of this letter of appointment, and in general with the legislation applicable to the processing performed on behalf of the Controller;

(xiv) if, as part of security measure checks, the Processor comes across shortcomings in relation to the security measures or any other aspect of the Data processing carried out as part of the Service which are the responsibility of the Controller, the Processor will immediately inform the Controller, who will quickly activate the appropriate internal departments in order to adopt the necessary actions;

(xv) for the purposes of the regulation of responsibilities and related compensation rights in favor of the data subjects, the application of the provisions of art. 82 of the GDPR remains valid;

(xvi) in addition to what is set out above, the Processor should in any case carry out the Data processing for the Controller as part of the Service on the basis of the contract and the terms and conditions, and using the processing methods regulated therein, or which can be inferred from the contract and herein expressly incorporated by reference - where necessary - in addition to this letter of appointment, in terms of the tasks and instructions;

(xvii) the Processor can exercise any appropriate decision-making powers to enable the objectives of the law to be achieved and to implement the obligations and tasks specified above.

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Once the instructions referred to above have been given and the tasks specified above have been identified, as part of its role, the Controller can give further instructions which may become necessary over the course of the performance of the Data processing activities, including on completion of and in addition to what is defined above.

This letter of appointment is valid for the whole duration of the Service under the agreed contractual conditions and, therefore, on definitive termination of the Service this letter of appointment will expire at the same time with immediate effect, except in the case where there are additional and independent circumstances which justify the continuation of Data processing by the Processor in a restricted manner and for a period of time which is limited to what is strictly necessary (for example, but not limited to, in the case of abnormal events affecting the contractual relationship between the parties).

This letter of appointment is reserved and confidential and cannot be divulged or disclosed to third parties without the consent of the Controller, except where required by law or when ordered or requested by the competent authorities or for the purposes of legal defense or to assert a right of one of the parties.

By signing this letter of appointment, the Processor accepts the appointment under the conditions outlined above, confirms its direct and in-depth knowledge of the obligations that it takes on in relation to the text of the legislation and undertakes to carry out the Data processing in line with the instructions received from the Client.

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We ask you to return a copy of this letter of appointment with your signature as a sign of acceptance.

Annex A – List of authorized sub-processors

- **CRIF S.p.A.**, with registered office in Bologna, Via Fantin n. 1-3, Codice Fiscale e Partita IVA n. 02083271201
- Sub- processor appointed by CRIF S.p.A: **Microsoft Ireland Operations LTD**, with registered office in 70 Sir John Rogerson's Quay, Dublin Docklands, Dublin, D02 R296, Irlanda, VAT N. IE8256796U