

With the present, Mrs **Lorena BENTIVOGLIO**, in the role of CEO/CFO of BINARY SYSTEM S.r.l. with headquarters in Piacenza, Via F. COPPALATI 6/B - **HOLDER OF PROCESSING** - provides the fundamental information related to the processing of data carried out by the company itself to all customers.

## NATURA DEI DATI TRATTATI E FINALITA'

### Purpose of the processing:

- Management of the commercial relationship
- Tax and legal obligations in general

### Legal basis of processing:

- Necessary processing for the execution of contractual obligations
- Necessary processing for the fulfillment of legal obligations

### Personal data processed:

- Company data: Registry
- Personal data of the customer's workers: common contact data
- Operational data: data on products/services purchased and supplied, contractual and accounting documents, communications received, etc.
- Customer data stored on company applications: workers' personal data, data relating to the activities carried out, the training received and the qualifications, etc.

The data that customer will request or which will in any case deal with the COMPANY are summarized in the previous information row. The COMPANY conducted a risk assessment of the data processed, formalized in the **REGISTER OF PROCESSING** form, which can be viewed for the part of its competence.

The data will be requested directly to customer by our staff, or registered as a result of the activities carried out. The data object of the service provided will generally be entered by the Customer on company applications, but can be registered directly by the company staff at the request of the Customer.

The processing to which the requested or acquired data will be submitted, both prior to the establishment of the contractual relationship and during the course of this, will have the purpose of fulfilling legal and contractual obligations related to the management of the relationship, verifying the correct fulfillment of these obligations on the part of the COMPANY and to allow the best business activity of the same.

Some customer data (as an indicative and not exhaustive example logos, Case history, references, etc.) may be disseminated by the Company for corporate communication purposes, eg. publication on the website or on social media, etc.

## PROCESSING MODALITY

The *Data Protection Officer* appointed by the Holder is Alessandro RESCALLI - classified in the company workforce as CTO.

The company data will be managed in paper or electronic form and will be kept both in the office and on the servers available to the COMPANY. The data of the Customer object of the service provided will be stored only on remote company servers, granted in use by ISO 27001 certified providers, with the adoption of the best protection and confidentiality measures, unless otherwise explicitly requested by the Customer, formalized in the contractual documents.

The processing may be carried out with or without the aid of electronic or automated means and may consist of any operation or set of operations indicated in art. 4 paragraph 1 letter a) and necessary for the processing in question. In any case, this processing will be carried out in compliance with the limits and conditions set forth in art. 13 D.Lgs. 196/2003, with the adoption of appropriate measures to ensure the integrity, correctness and confidentiality of data, commensurate with the risk assessment conducted.

There are no automatic decision-making procedures.

Personal data will be kept for the duration of the contractual relationship. After this deadline, the data processed in compliance with legal obligations will be kept in compliance with the deadlines established by the reference standards. The other data, not necessary for the purposes of the law, may be destroyed or kept for historical memory. The customer's production data, finally, will be deleted or made anonymous within 6 months, giving prior notice to the Customer.

#### EXTERNAL SUBJECTS TO WHICH THE DATA CAN BE COMMUNICATED

Customer data will be managed with the utmost seriousness and confidentiality. The COMPANY undertakes not to communicate or diffuse for commercial purposes, or in any case other than those specifically indicated above, any personal information concerning the customer which will become known during the contractual relationship, except for the following cases:

communication of some of the data processed to external professionals, for the management of accounting, the carrying out of practices related to legal obligations or for the regular performance and improvement of company activities (eg Research and Development, Quality, etc.).

The data may be transferred abroad and in countries outside the European Union within the scope of processing, with the adoption of appropriate data protection measures required by current regulations.

#### RIGHTS

The COMPANY informs the customer about its data processing rights:

- The provision of data is optional, unless required by specific laws, contractual, administrative and regulatory.
- Any partial or total refusal to provide data and/or their processing could result in the non-optimal management of the contractual relationship or the impossibility to establish or continue the contractual relationship, in the event that the available data were not found complete, correct and sufficient for the management of the relationship in relation to legal obligations or internal company regulations
- At any time, customer can request the COMPANY, in writing, of:
  - obtain confirmation of the existence or not of personal data concerning the customer itself, even if not yet registered, and their communication in an intelligible form.

- know the origin of personal data, the purposes and methods of processing, the logic applied in case of processing carried out with the aid of electronic tools, the identification details of the Data Controller, the Data Processors and the designated representative, subjects or categories of subjects to whom personal data can be communicated or who can learn about them as appointed representative in the territory of the State, managers or agents.
- At any time the customer has the right to obtain:
  - updating, rectification or, when interested, integration of data;
  - the cancellation, transformation into anonymous form or blocking of data processed unlawfully, including data whose retention is unnecessary for the purposes for which the data were collected or subsequently processed
  - the attestation that the operations referred to in the previous points have been notified to external parties to whom the data have been communicated or disseminated (unless this is impossible or requires a disproportionate effort with respect to the protected right).
- At any time customer have the right to revoke the consent given to the processing of its personal data, without prejudice to the processing carried out by the COMPANY until the moment; the total or partial withdrawal of the consent could lead to the impossibility to continue the established contractual relationship.
- Customer have the right to lodge a complaint with the competent authority regarding the protection of personal data (Privacy Guarantor), if deemed necessary.
- Finally, customer has the right to object, in whole or in part:
  - for legitimate reasons, the processing of personal data concerning him, even if pertinent to the purpose of the collection;
  - to the processing of personal data concerning him for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.
- The exercise of the above rights, obviously, applies within the limits granted by the laws in force and the company regulations.
- In exercising its rights, customer may delegate another person, through a formal documented proxy.

## OBLIGATIONS

The Customer guarantees that the data communicated to the COMPANY, in the contractual relationship, are acquired and processed for lawful purposes, in compliance with the regulations in force on data protection. The Customer warrants that he has acquired regular consent to the processing of data collected by him and communicated to the COMPANY for the provision of the service, to the extent that this is required by the regulations in force concerning the processing of personal data.

### Confidentiality

The Customer undertakes to keep strictly confidential - for the part of its own competence - and to use only for the performance of the obligations under this Contract any information relating to the COMPANY, its Customers, products, services, organization, strategy commercial or technical receipt received from the other Party or which becomes known upon the execution of the Contract, including information relating to the Contract itself. In particular, the same information concerning the existence of the contractual relationship means reserved information. The Customer also undertakes not to use

confidential information outside the scope of the Contract or to disclose it to subjects not provided for by the same.

The Customer will take all necessary measures not to disclose or make available the confidential information of the COMPANY and will do everything possible to prevent such confidential information from being disclosed to third parties and will limit its disclosure to employees and / or third parties who have an effective need to know them for the purposes set out in the Contract and on condition that they are previously bound by a confidentiality obligation in accordance with this Contract.

The aforementioned confidentiality obligations remain in force even after the termination of the Contract.

#### **Intellectual property**

The software offered to the Customer and all the source codes are the exclusive property of BINARY SYSTEM and are protected by national and international copyright laws and in particular by art. 64 bis, 64 ter and 64 quater of the Law of 22 April 1941 n. 633, as well as the Industrial Property Code (Legislative Decree 10 February 2005, No. 30) and the Berne Convention. The modifications and implementations of the Software are also the property of BINARY SYSTEM, even if they are made upon request by the Customer.

BINARY SYSTEM retains all rights to the know-how and techniques related to the operation of the Software.

The license does not grant any rights to the original source code. All the techniques, algorithms and procedures contained in the Software and related documentation are protected by copyright and are the property of BINARY SYSTEM, therefore, can not be used in any way by the Customer for purposes other than those indicated in the Contract and in the attachments.

The Customer is expressly forbidden to:

- a) copy, in whole or in part, the Software;
- b) carry out the following operations: temporary or permanent production, total or partial, translation, adaptation, transformation, distribution, lease, without prior written authorization issued by BINARY SYSTEM;
- c) implement any form of "reverse engineering".

#### **CONSENT**

With the signing of the contract with the COMPANY, the Customer expresses his consent to the processing of data concerning him or otherwise of any data supplied, for the purposes and according to the methods indicated above.

**Signature of the Processing Holder:**

**Lorena Bentivoglio**