

## DATA PROCESSING AGREEMENT

### CONTROLLER

The controller of the processing is the user of the Tarros' platform (the "Platform"), as identified in its account on the Platform itself

### AND

TARROS S.p.A., with registered office in Via Privata Enel, CAP 19126 La Spezia (SP), C.F. and VAT number 00910150119 (the "Processor" or the "Provider")

### WHEREAS

- A The Company and the Provider executed the Terms of Use related to the use of the Platform (the "Agreement") – of which this data processing agreement (the "DPA") is an integral and substantial part;
- B Based on the information provided by the Provider to the User and on the evaluation of them made by the latter, the User deems that the Provider provides sufficient guarantees in order to put in place adequate technical and organizational measures to ensure that the Processing of Personal Data complies with the requirements established by the legislation on the protection of personal data – the EU Regulation 2016/679 (the "GDPR") and other relevant laws from time to time applicable (both indicated as the "Privacy Law") – and guarantees the protection of the rights of the Data Subject (as defined below); and
- C The performance of the Agreement involves the processing of personal data (as defined below) of the User, and on behalf of it, by the Provider.

## THEREFORE, THE COMPANY APPOINTS THE PROVIDER AS DATA PROCESSOR

### 1. Definitions

1.1. In addition to what is expressly defined elsewhere in this DPA, the following terms, in capital letters, shall have the meaning given to them in this Article:

- (i) "Personal Data" means any information concerning a Data Subject (as defined below).
- (ii) "Special Categories of Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, as well

as genetic data, biometric data that uniquely identify a natural person, data concerning the health or sexual life or sexual orientation of the Data Subject (as defined below).

- (iii) "**Privacy Authority**" means the Italian Data Protection Authority.
- (iv) "**Data Subject**" means the identified or identifiable natural persons to whom the Personal Data refer (an identifiable person is considered to be a natural person who can be identified, directly or indirectly, with particular reference to an identifier such as a name, an identification number, location data, an online identifier or one or more characteristic elements of his/her physical, physiological, genetic, psychic, economic, cultural or social identity);
- (v) "**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
- (vi) "**Sub-processor**" means a legal person, sole proprietorship or freelance professional appointed by the Data Processor to perform on behalf of the Data Controller the Processing activities; and
- (vii) "**Data Breach**" means a breach of security that accidentally or illegally involves the destruction, loss, modification, unauthorized disclosure or access to Personal Data transmitted, stored or otherwise processed.

1.2. In the DPA the terms used in the singular are also understood to refer to the plural and vice versa.

## 2. Object of the DPA

2.1. The Provider undertakes to act as a processor of Personal Data for the purposes set out in Article 9 below, in accordance with the Privacy Law, and with the terms and instructions set out in this DPA, or provided by the Controller from time to time.

## 3. Categories of Personal Data processed

3.1. for the execution of the Agreement and for the purposes of the DPA, the Processor shall process the following categories of Personal Data:

- (i) identification data such as name and surname;
- (ii) contact data such as telephone, fax, e-mail and addresses.

3.2. The Processor shall, from time to time, verify that the categories of Personal Data above mentioned in paragraph 3.1. are accurate, complete, and not exceeding the purposes set out in Article 9 below, notifying the Data Controller in writing of any need to modify, update, correct or delete the Personal Data processed.

3.3. Notwithstanding paragraph 11 below, upon written request of the Data Controller, the Processor undertakes in the shortest possible time and in any case not exceeding 15 (fifteen) days, to update, modify, correct or delete the Personal Data processed.

#### 4. Data Subjects

4.1. The Personal Data processed by the Processor is related to the following categories of Data Subjects:

- (i) User contact persons (*i.e.* the physical person User's clients have to refer to in order to perform their underlying agreements);
- (ii) User's clients contact persons (*i.e.* the physical person indicated by User's clients as people to refer to in order to perform their underlying agreements);
- (iii) Shippers, Consignees, Notify parties contact details.

#### 5. Processor's obligations

5.1. The Processor shall fulfill all the obligations set forth by the Agreement and this DAP, and, specifically, it shall:

- (i) follow the instructions of the Data Controller based on the functionality of the Platform and carry out only the processing activities on Personal Data agreed with the Data Controller and indicated by the latter, and strictly necessary to execute the Agreement and the DAP;
- (ii) comply with the instructions given by the Data Controller related to safety regulations and with the Privacy Law, following the measures adopted by the Data Controller.
- (iii) request the Data Controller authorization if, in order to execute the Agreement, the Processor needs to carry out Processing activities on Personal Data other than those strictly related to the object of the Agreement;

- (iv) taking into account the nature, object, context, purpose of the Processing, as well as the possible risk for the rights and freedoms of the Data Subject, adopt the appropriate technical and organizational measures to ensure a level of security adequate to the risk and, in any case, the integrity, accuracy of the Personal Data processed and the lawfulness of the Processing;
- (v) Grant to the Data Controller the possibility of complying with requests to exercise the rights of the Data Subject, including, by way of example, the right of access to their Personal Data, the right to rectification, the right to erasure (or right to be forgotten), the right to restriction of processing, the right to data portability, the right to object, the right not to be subject to decisions based on an automated decision-making process. In particular, the Processor will be required to take the necessary technical and organizational measures to allow the timely transmission to the Controller of the aforementioned requests;
- (vi) Ensure that the personnel who will carry out the processing activities are adequately trained in the protection of personal data and bound by confidentiality obligations with regard to the processing of Personal Data of the Controller;
- (vii) on the basis of the information at its disposal and following receipt of a written request by the Data Controller, assist the latter in fulfilling its obligations under the Privacy Law, with particular reference to the implementation of technical and organizational measures, the performance of the necessary activities following a Data Breach, and the performance of a data protection impact assessment;
- (viii) make available to the Data Controller all the information required in order to demonstrate the compliance with its obligations pursuant to the Privacy Law;
- (ix) assist the Data Controller in carrying out the audit activities, including any inspections carried out by the Data Controller and/or another subject appointed by the Data Controller.

## 6. Records of processing activities

6.1. The Processor shall keep a record of the processing activities carried out on behalf of the Controller, pursuant to Article 30, par. 2 of the GDPR (the “Record”).

6.2. The Processor shall keep the Record separate from any other records of its activities or, alternatively, shall keep the Processing activities carried out on behalf of the Controller separate from any other processing activities carried out for different controllers or as an autonomous controller.

6.3. Upon request of the Controller or of the Privacy Authority, the Processor will immediately provide a copy of the Record of the processing activities carried out on behalf of the Controller.

## **7. Transfer of Personal Data outside the European Union**

7.1. The Processor shall carry out the Processing activities using, if possible, servers and facilities located in the European Union, avoiding any transfer of Personal Data outside the European Union.

7.2. Notwithstanding the above, the transfer of Personal Data outside the European Union of the Personal Data processed on behalf of the Controller is allowed in presence of an adequacy decision of the European Commission, adopting the appropriate safeguards pursuant to Article 46 of the GDPR or if a derogation set out by Article 49 of the GDPR applies.

## **8. Appointing of Sub-processor**

8.1. The Processor shall be free to appoint any other Sub-processor without the written authorization of the Controller, provided that, in any case, appoint Sub-processors that, for experience, capacity and reliability, provide sufficient guarantees to implement adequate technical and organizational security measures, so that the Processing meets the requirements of Privacy Law and guarantees the protection of the rights of the Data Subjects pursuant to this DPA as well. The Processor shall promptly inform the Controller of such appointments, allowing the controller to oppose to them pursuant to Article 28, Section 2 of the GDPR.

8.2. The Sub-processors shall be bound, by a specific agreement executed with the Processor, to comply with obligations equivalent to those set forth in this DPA.

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8.3. In case of a breach of the Sub-processor obligation related to the Processing of Personal Data, the Processor shall remain fully liable toward the Controller for the fulfilment of the Sub-processor's obligations.

## 9. Purpose of the Processor Processing activities

9.1. The processor, within the limits set forth in the Agreement and in this DPA, shall process the Personal Data for the following purposes:

- (i) Storing the documentation uploaded by the User in the Platform, and process it according to its functionality;
- (ii) Provide the documents uploaded by the User to the assignees indicated by the latter so to perform the agreements executed by and with the Users.

## 10. Termination

10.1. The execution of the DPA starts from its subscription and it lasts for the term of the Agreement (as defined thereto), except in case of withdrawal of the Controller, pursuant to Article 11 below;

10.2. At the termination, for any reason, of the Agreement, the DPA will automatically terminate as well.

10.3. At the termination of the Agreement, or in case of withdrawal of the Controller pursuant to Article 11 below, the Processor (and the Sub-Processor, if any) shall cease the Processing of Personal Data and shall give back to the Controller any materials - of any kind and nature and in any format – containing the Personal Data processed, and all the contracts executed with the Data Subject on behalf of the Controller.

10.4. The Processor shall delete the Personal Data processed on behalf of the Controller from any device they were stored in, and shall delete any copies – in digital and in paper form – except those Personal Data which storage is compulsory pursuant to the law.

## 11. Rights and obligations of the Controller

11.1. The Controller shall periodically evaluate the organizational, technical and security measures adopted by the Processor in the Processing of Personal Data, in order to verify that the Processor acts in compliance with the obligations set forth in this DPA and with the Privacy

Law. In this regard, the Controller may access the offices, computers, information systems and other information systems/archives of the Processor directly or through its appointees, with 5 working days' notice.

11.2. Whether the Controller, following the inspection activities carried out pursuant to Article 11.1 above, deems that the sufficient guarantees mentioned in the whereas B of this DPA have failed and/or find a violation of the obligations set forth in this DPA may immediately terminate this DPA.

## 12. Fees

12.1. The fees already agreed for the execution of the Agreement includes the Processing activities of the Processor pursuant to this DPA. Therefore, the Processor shall have nothing to claim about.

## 13. Data Breach

13.1. In case of a Data Breach related to the Personal Data processed on behalf of the Controller, even in consequence of the Sub-processor activities, the Processor shall:

- (i) Inform the Controller without delay - in any case not later than 48 hours - from the discover of the Data Breach providing all the necessary information in order to comply with the obligations related to the Data Breach set forth by the Privacy Law; and
- (ii) Adopt a record where shall be registered the nature of the Data Breach, the Data Subjects involved, the possible consequences, as well as the security measures implemented, also in agreement with the Data Controller, in order to limit the negative effects of the Data Breach and restore the previous situation.

## 14. Liability

14.1. The Processor is liable towards the Controller – even for the Processing activities of its Sub-processors – for any delay and/or incorrect and/or inaccurate fulfilment of the obligations set forth by this DPA.

14.2. The Processor is also liable towards the Controller for the violation of the Privacy Law that may occur for its own activities or for its Sub-processors activities and as a consequence of

failure to comply with the instructions given by the Controller in the DPA and in the Agreement.

14.3.If the Processor shall autonomously determine the purpose and the means of the Processing, in violation of this DPA, it will be considered as a controller of the Personal Data.

## 15. Miscellanea

15.1.The Processor may modify the DPA at any time in order to comply with the Privacy Law and the decisions of the Privacy Authority.

15.2.Any modification made pursuant to article 16.1 above, shall be immediately effective at the time of receiving of the upgraded copy of the DPA by the Processor, subscribed by the Controller.

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