

DATA PROCESSING ADDENDUM

This Data Processing Addendum (this "DPA") is effective as of the date of signature (the "Effective Date") and forms part of the Request for Services and of the General Conditions Part I and Part II and the other relative Annexes ("Main Contract") by and between Monte Titoli, ("Euronext Securities Milan") and [...] ("Client").

Hereinafter individually referred to as "Party" and collectively referred to as the "Parties".

1. Purpose

The purpose of this DPA is to lay down the provisions governing the relation between the Client, as Controller, and Euronext Securities Milan, as Processor, in order for each Party to comply with its obligations provided by the GDPR, in accordance with the Main Contract.

Except as amended by this DPA, the Main Contract will remain in full force and effect. If there is any conflict between any other Contract between the Parties including the Main Contract and this DPA, the terms of this DPA will prevail to the extent that Processing of Personal Data is concerned.

2. Definitions

Terms that are not defined hereafter shall have the meaning stated in the Main Contract.

Controller "Data Subject", "Processor" and "Supervisory Authority" have the same meanings as set forth in GDPR, and cognate terms shall be construed accordingly.

GDPR: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (ii) any delegated and implementing acts related to GDPR, and (iii) national legislation related to or replacing GDPR, including without limitation Data Protection Act 2018 of the United Kingdom.

Personal Data: Any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly—in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, and which is provided by or on behalf of the Client to Euronext Securities Milan or any of its affiliates or sub-Processors in furtherance of the performance of the Services, notably personal data relating to the Client's clients, Card Supervisor and Users.

Personal Data breach; Personal Data breach means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processing / Process(es) / Processed: Any operation or set of operations which is performed on Personal Data, such as collecting; recording; organizing; storing; adapting or altering; retrieving; consulting; using; disclosing by transmission, dissemination or otherwise making the data available; aligning or combining data, or blocking, erasing or destroying data.

3. Information about the Processing

Information about the subject matter, nature and purpose of the Processing, the types of Personal Data Processed and the categories of Data Subjects is specified in **Schedule A** to this DPA.

4. Obligations of Euronext Securities Milan

4.1 Processing of Personal Data

Euronext Securities Milan shall:

- process the Personal Data in order to provide the Services and in accordance with the lawful, reasonable and documented instructions of the Client as laid out in the provisions of this DPA and the Main Contract, unless required otherwise by EU or Member State Law to which Euronext Securities Milan is subject, in which case Euronext Securities Milan shall inform the Client of that legal requirement, unless such Law prohibits informing the Client on important grounds of public interest; for the purpose of this DPA the following is deemed an instruction given by the Client (on its own behalf or on behalf of its client) to Euronext Securities Milan to Process Personal Data: (a) Processing in accordance with this DPA or the Main Contract, (b) Processing initiated by the Client or Users in their use of the Services, and (c) Processing to comply with other reasonable instructions provided by the Client or Users where such instructions are consistent with the terms of this DPA or the Main Contract;
- not Process the Personal Data for any other purposes other than those specified in **Schedule A**;
- inform the Client if, according to Euronext Securities Milan, a legal requirement is contrary to the latter's instructions; provided, however, that this obligation shall not impose on Euronext Securities Milan any obligation to investigate the terms or application of Law to the Client, Users or any Data Subject, and shall only require Euronext Securities Milan to inform the Client of any such opinion that may be held by Euronext Securities Milan based on its actual knowledge.

4.2 Safeguarding the Personal Data

Taking into account the harm that might result from unauthorized or unlawful Processing or accidental loss, destruction or alteration to Personal Data and the nature of Personal Data to be protected, Euronext Securities Milan shall use its best endeavours to safeguard the Personal Data from unauthorized or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing and acknowledges that it has implemented at least the technical and organizational security measures specified in **Schedule B** to this DPA. The Client agrees that these measures ensure an appropriate level of security, taking into account the nature of the Processing, the state of technology and the costs of their implementation. Euronext Securities Milan shall be entitled to modify those measures, provided that it informs the Client and ensures that the modified measures offer at least equivalent security to the Personal Data as the measures set forth in **Schedule B** to this DPA.

4.3 Restricted access

Euronext Securities Milan shall limit access to the Personal Data to those persons who need to know it to enable Euronext Securities Milan to perform the Services.

4.4 Demonstrating compliance

The Client's audit right shall consist of the right to direct Euronext Securities Milan to make available upon the Client's request and at its expense, no more than once per calendar year, information necessary to demonstrate Euronext Securities Milan's compliance with this DPA. Notwithstanding the foregoing, if requested or required by a Supervisory Authority or in connection with a Personal Data breach, Euronext Securities Milan will allow for and contribute to inspections conducted by the Client or an auditor mandated

by the Client who is not a competitor of Euronext Securities Milan. The Client shall bear all costs of any such audit, except to the extent that Euronext Securities Milan is responsible for a Personal Data breach.

In all cases, when informing Euronext Securities Milan of the audit or inspection, the Client will also indicate to Euronext Securities Milan in writing the reason for the audit or inspection.

4.5 Confidentiality

Euronext Securities Milan and the Client agree that confidentiality clauses of the Main Contract shall apply to the confidentiality of Personal Data. Euronext Securities Milan undertakes that persons authorized to process the Personal Data will commit themselves to confidentiality or be under an appropriate statutory obligation of confidentiality.

4.6 Sub- Processor(s)

The Client acknowledges and expressly agrees that Euronext Securities Milan may:

- engage third parties as sub-Processors;
- transfer, store and process the Personal Data in any country in which Euronext Securities Milan or its affiliates or sub-Processors maintain facilities.

The Client hereby instructs Euronext Securities Milan to perform any such transfer of Personal Data to any such country and to store and Process Personal Data for the purposes set forth in **Schedule C**.

With respect to each sub-Processor, Euronext Securities Milan shall:

(i) contractually impose on the relevant sub-Processor data protection obligations, in particular obligations providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR; where that sub-Processor fails to fulfil its data protection obligations, Euronext Securities Milan shall remain fully liable to the Client for the performance of the sub-Processor's obligations, and

(ii) execute the standard contractual clauses for the transfer and processing of Personal Data outside the EU or EEA, or in the UK (if applicable) to the extent the UK is not a member state of the EU or EEA, when such transferred Personal Data is subject to GDPR such that in the absence of the safeguards adduced in this DPA and the standard contractual clauses, the transfer and/or subsequent processing of the Personal Data would be unlawful under the GDPR.

A list of the current sub-Processors is attached to this DPA (**Schedule C**). Euronext Securities Milan shall inform the Client of any intended changes concerning the addition or replacement of sub-Processors by written means (including email or on the Euronext Securities Milan website).

If the Client objects to the Processing by a new sub-Processor, the Client shall notify Euronext Securities Milan in writing (including email) within thirty (30) days after receipt of Euronext Securities Milan's notice.

4.7 Notification/information obligation in case of a Personal Data breach

If Euronext Securities Milan becomes aware of a Personal Data breach, Euronext Securities Milan will without undue delay: (i) notify the Client of the Personal Data breach, providing information on the nature of the breach, the nature or type of Personal Data implicated; and (ii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data breach. The Client shall notify Euronext Securities Milan immediately about any possible misuse, loss or theft of authorisation credentials, any possible misuse of its accounts or any other security issue affecting the Services.

The Client agrees that (i) any security incident that does not constitute a Personal Data breach will not be subject to this Clause 4.7.; and (ii) Euronext Securities Milan's obligation to report or respond to a Personal Data breach under this Clause 4.7 is not and will not be construed as an acknowledgement by Euronext Securities Milan of any fault or liability of Euronext Securities Milan with respect to the security incident. To

to the extent that a Personal Data breach does not result from a breach by Euronext Securities Milan of its obligations under this DPA or the Main Contract, the Client shall reimburse Euronext Securities Milan in full for all costs reasonably and properly incurred by Euronext Securities Milan in performing its obligations under this Clause 4.7, including internal costs and third party costs, including legal and attorney fees.

Notification(s) of Personal Data breach, if any, will be delivered to one or more of Client's administrators designated as such by the Client by any means, including via email.

4.8 Assistance to the Client

In case a Data Subject contacts Euronext Securities Milan to exercise his or her rights in respect of the Personal Data, Euronext Securities Milan will direct the Data Subject to the Client.

Where the Client requests Euronext Securities Milan's assistance for the fulfilment of its obligations under GDPR in respect of the Personal Data, Euronext Securities Milan will, insofar as this is possible, taking into account the nature of the Processing under this DPA and the information available to Euronext Securities Milan for the Processing activities, provide assistance to the Client:

- to respond to requests of Data Subjects exercising their rights in respect of the Personal Data laid down in the GDPR;
- pursuant to articles 32 to 36 of GDPR.

Such assistance will be provided at the Client's expense and subject to the Client's prior approval of the costs involved.

5. Obligations of the Client

The Client shall:

- ensure that adequate information about the Processing is provided to Data Subjects and shall facilitate the exercise of such rights as provided for by the GDPR;
- be solely responsible for the lawfulness of the Processing of the Personal Data;
- take reasonable steps to keep the Processed Personal Data up to date in order to ensure that they are accurate and complete with regard to the purpose for which they are Processed;
- comply at all times and continue to comply with the GDPR, notably as regards its Processing activities under this DPA and the Main Contract, and any other laws and regulations that apply to Client;
- where such laws and regulations, specific to the Client, its industry, country of establishment or in which it operates, or any similar laws and regulations, regulator guidelines, industry standards or codes of conduct may have an impact on the Processing, inform Euronext Securities Milan thereof, provide cooperation to Euronext Securities Milan in order for the latter to adapt the Processing with the aim of complying with such laws and regulations, and compensate Euronext Securities Milan if such adaptation requires additional services or investments or modification to the Processing or to the services provided under the Main Contract;
- inform Euronext Securities Milan without undue delay in case the Processing activities no longer comply with the GDPR or in case of any other problem that might have an impact on Euronext Securities Milan;
- provide Euronext Securities Milan express written instructions to Process the Personal Data, consistent with the provisions of the GDPR.

6. Liability

Notwithstanding the liability terms of the Main Contract, the Client shall indemnify and hold harmless Euronext Securities Milan and any sub-Processors against all losses, damages, fines and regulatory sanctions arising from any breach by the Client of its obligations under or in connection with this DPA, the Contract or the GDPR, without limitation.

7. Term and termination of this DPA

This DPA comes into effect at the Effective Date and will automatically terminate upon termination of the Main Contract.

At the choice of the Client, Euronext Securities Milan shall delete or return the Personal Data and existing copies to the Client on termination of the Main Contract, unless storage is required by applicable Laws.

8. Notification

All notices by one Party to the other under this DPA shall be sent by hand, email or by regular mail, postage prepaid, to the applicable person and address specified in this Clause 8. Any such notice shall be deemed to be given or received at the time of delivery if delivered by hand or by email or received the third (3rd) business day following the date of sending it by post. Either Party may change the person and address to which notices under this DPA shall be sent by giving notice to the other Party in accordance with this Clause 8.

All notification provided in this DPA shall be addressed to:

For the Client:

For Euronext Securities Milan: dpo@euronext.com

9. Severability

If one or more provisions of this DPA are deemed invalid or ruled to be invalid in application of a statute or regulation or following a final decision of a competent court, the other provisions shall remain in effect.

10. Waiver

No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this DPA shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

11. Amendment

The Parties agree that Amendment(s) to this DPA shall be agreed in written form by the Parties. governed by the Main Contract.

Governing law, exclusive jurisdiction and domicile

This DPA is governed by, and shall be construed in accordance with Italian law. The Client and Euronext Securities Milan accept the jurisdiction of the Court of Milan for any question or act that must be submitted to the courts of law.



The DPA is subject to negotiation between the parties; therefore, Articles 1341 and 1342 of the Italina Civil Code do not apply.

(Place and date)

(Signature of the Legal
Representative of the Client)

(Place and date)

(Signature of the Legal
Representative of Euronext
Securities Milan)

Schedule A
Information about the Processing

Subject matter, nature and purpose of the Processing:	Data entry, book keeping, reporting
Types of Personal Data Processed:	Name and address, birth date, contact details, Fiscal Code o Vat Number, Address, City, Citizenship, Number of shares, Custodian Bank, Email (only for Belgian shares), Bank account (only for the Belgian shareholders), Pledge, changes in ownership structure (e.g. co-ownership, usufruct), death of shareholder.
Categories of Data subjects:	Shareholder Legal Representant or Attorney

Schedule B
Technical and organizational security measures

Security capability	Technology measure
Asset Management	Asset Inventory Management
Malware and End Point Protection	Antivirus/Antimalware
	Endpoint detection and response
	Email security
	Email Domain Security
Secure Web Browsing	Proxy Security
	Web Isolation - email links
Perimeter and Network Control	Network Intrusion Detection/Prevention
	Network Inventory and Discovery/NAC
	Web Application Firewall
	SSL VPN connectivity
	Network Segmentation
	DDOS Protection
Vulnerability and Threat Management	Security Patching (patch automation)
	External Vulnerability Scanning
	Internal Vulnerability Scanning
	AD Vulnerability Scanning
	Vulnerability Management
Identity and Access Management	IAM/Recertification
	Privileged Access Management
Incident Detection and Response	SOC
	SIEM
	Threat Intelligence
Application Security	Static Application Security Testing
	Code Analysis Tool
	Data Encryption

Schedule C

Authorized Sub-processors and location

The updated list of sub-processors can be found on the Euronext Securities Milano website at the following address:

<https://www.euronext.com/it/post-trade/euronext-securities/milan/about-us/corporate-data-and-legal-info>