CONTRACT WITH THE DATA PROCESSOR PURSUANT TO ARTICLE 28 OF THE GDPR

(DATA PROCESSING AGREEMENT)

The **Customer**, as identified in detail at the bottom of this agreement, in its capacity as data controller (hereinafter, the "**Controller**" or "**Data Controller**"),

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Blastness S.p.A., with registered office in Milan, Piazza Castello n. 26 - 20121, Fiscal Code and VAT no. 01195440118, in the person of its legal representative pro tempore, in its capacity as External Data Processor (hereinafter, "**Blastness**")

WHEREAS

A. There is a contract between the Data Controller and Blastness for the provision by Blastness to the Data Controller of the services better described in the contract itself (hereinafter, the "**Services**") and of which this agreement forms an integral and substantial part.
B. As part of the aforementioned Services, Blastness may carry out the personal data processing activities described in detail **in Annex A** ("**Processing Activities**").
C. The provision of the Services by Blastness involves the performance of activities that may be relevant for the purposes of personal data protection.
D. Blastness declares that it has the experience, technical expertise and resources to implement the Security Measures available on the web page https://media.blastness.info/1399/documents/security-measures.pdf ("**Security Measures**"), as they are designed to ensure compliance with personal data protection legislation and the protection of data subjects.
E. The above cases supplement relevant cases pursuant to EU Regulation 2016/679 (hereinafter, "GDPR") and legislation, including national legislation, on the protection of personal data applicable at the time (hereinafter, "**Data Protection Regulation**") and, therefore, it is necessary to regulate the relationship between the parties by providing for specific tasks and instructions for the person in charge;
F. With this agreement, the Data Controller, as identified above and legally represented by the undersigned, pursuant to Article 28 of the GDPR and the Privacy Regulations and in consideration of its experience, ability and reliability, intends to appoint **Blastness S.p.A.** as the external data processor for the Data to which it has access in the performance of the Services and to regulate the specific obligations incumbent upon it (hereinafter, the "**Agreement**").

Accordingly, the Parties agree and stipulate the following.

1. Preamble and Annexes. Customers outside the European Economic Area

1.1. The preamble and annexes form an integral and substantial part of this Agreement.

1.2. If the Data Controller is a legal entity established outside the European Economic Area and the Services involve the transfer of personal data to that entity, this Agreement shall be automatically supplemented by *the Standard Contractual Clauses – Module 4* adopted by the European Commission with Implementing Decision (EU) 2021/914 of 4 June 2021, the sections to be completed and the annexes of which are deemed to be completed in a manner consistent with the content of this Agreement.

2. Obligations of Blastness

2.1. Without prejudice to other obligations under applicable laws and regulations, Blastness is obliged to:

2.1.1. to carry out only those Personal Data processing activities strictly necessary for the provision of the Services, by means of personnel appointed, trained and authorised to do so. In this regard, Blastness undertakes not to use Personal Data for its own independent profiling purposes, nor for the training or improvement of artificial intelligence systems and models;

2.1.2. to carry out such processing of Personal Data in compliance with the provisions of the Privacy Policy, the general instructions contained in this Agreement and any instructions communicated by the Data Controller. Where the instructions communicated by the Data Controller and/or their integration, modification or reduction should entail additional costs for Blastness, the Data Controller acknowledges and accepts that all costs arising, directly or indirectly, from Blastness's compliance with such instructions shall be borne exclusively by the Data Controller.

2.2. Without prejudice to the provision of the cookie consent management system (known as the Cookie Management Platform), in relation to which Blastness provides texts that comply with the transparency requirements governed by the GDPR and e-privacy legislation, Blastness is not responsible for compliance with the transparency obligations set out in Articles 13 and 14 of the GDPR, as well as other legal provisions applicable to the various services (e.g. consumer protection, use of artificial intelligence systems, etc.), which remain the sole responsibility of the Data Controller: in this regard, Blastness undertakes to support the Data Controller in making available to interested parties the documents, texts, images, etc. that the Data Controller will produce and share with Blastness.

3. Appointment of personnel responsible for processing

3.1. Blastness undertakes to identify and train the persons authorised and appointed to process the data, providing them with instructions on compliance with the security measures adopted and

allowing them access only to the Personal Data that is strictly necessary for the performance of their duties relating to the Services.

3.2. Blastness also undertakes to identify system administrators, where necessary, and to appoint them in writing, complying with all the requirements set out in the Provision of the Privacy Guarantor of 27 November 2008.

4. Adoption of security measures

4.1. Blastness undertakes, pursuant to Article 28(3)(f) of the GDPR, to assist the Data Controller, taking into account the nature of the processing and the information available to Blastness, in ensuring compliance with the obligation set out in Article 32 of the GDPR, which consists in adopting technical and organisational security measures appropriate to ensure a level of security appropriate to the risk.

4.2. In particular, Blastness undertakes, within the limits of its competence and relevance, to implement and maintain at its own expense the Security Measures set out in Annex B.

4.3. Any changes to the Security Measures set out in Annex B that are necessary due to changes and updates to the Privacy Regulations and/or due to changes in the type and nature of the personal data being processed must be adopted and implemented by Blastness and/or its any Sub-Processors without any charge or expense to the Data Controller. In all other cases, whenever the Data Controller requests Blastness to adopt additional security measures exceeding those provided for in Annex B, the Data Controller undertakes to support Blastness financially in the operations necessary for the development, implementation and maintenance, also assuming the percentage of the costs that will be negotiated with Blastness from time to time.

5. *Obl*igation to notify a personal data *breach*

5.1. Blastness is obliged to notify the Data Controller of any breach of the security measures adopted for the protection of data and information that results, even accidentally or unlawfully, in the destruction, loss, modification, unauthorised disclosure or access to Personal Data and information transmitted, stored or otherwise processed, without undue delay and in any case no later than 48 hours after the event or, where applicable, the discovery of the event.

6. Support in carrying out impact assessments (*DPIA*) and prior consultations

6.1. In the case of processing referred to in Article 35 of the GDPR, Blastness shall support, to the extent of its competence, the Data Controller in carrying out a specific assessment of the impact of such processing on the freedoms and rights of data subjects, taking into account the known or identifiable risks and the technical and organisational (including security) measures to be taken to mitigate such risks.

6.2. If necessary, following the outcome of this impact assessment, Blastness must also support the Data Controller in consulting the supervisory authority pursuant to Article 36 of the GDPR.

7. Appointment of Sub-Processors

7.1. The Data Controller grants Blastness general authorisation to use external parties to perform the Services as Sub-Processors.

7.2. In this case, Blastness undertakes to inform the Data Controller of any additions or replacements of Sub-Processors and to allow the Data Controller to object to such additions or replacements. In particular, Blastness is required to:

a) select such persons from among those who have the necessary expertise and technical experience;

b) inform the Data Controller of the intention to use a Sub-Processor for the performance of part of the Services;

c) in the event of no objection from the Data Controller within 2 (two) working days of the notification to the Data Controller referred to in letter b) above, appoint the subject indicated as Sub-Processor, providing written instructions for the processing of Personal Data similar to those provided by the Data Controller to Blastness.

The updated list of Sub-Processors is available at https://media.blastness.info/1399/documents/Blastness_Sub_processors_ITA_e_ENG_rev_20260120.pdf .

7.3. If any Sub-Processors are located in countries outside the European Economic Area, Blastness undertakes to carry out the transfer only after signing the *Standard Contractual Clauses* adopted by the European Commission with the sub-processors and after verifying that the entity importing the Personal Data is in a legal position to guarantee compliance with said *Standard Contractual Clauses*, not being subject to legal provisions and/or practices that conflict with them. It is understood that, where Blastness is required by the Data Controller to implement cookies or other tracking systems that involve the transfer of Personal Data outside the European Economic Area, Blastness shall not be liable for the resulting transfer of Personal Data.

8. Exercise of data subject rights

8.1. Blastness undertakes to cooperate with the Data Controller in responding to requests from data subjects to exercise their rights within the terms and in the manner provided for by the Privacy Policy. In this regard, Blastness hereby assures that it will comply with requests from data subjects to exercise their rights, providing - as appropriate - to modify, rectify, delete or limit Personal Data.

8.2. However, where requests to exercise rights are made by data subjects directly to Blastness, Blastness will inform the data subjects of the need to address their request directly to the Data Controller. In any case, the Data Controller will be solely responsible for responding to requests from data subjects.

9. Requests from the Supervisory Authority

9.1. Blastness undertakes to cooperate with the Data Controller in responding to requests from the Supervisory Authority and any other competent authority in the event of checks and investigations by the Authority.

9.2. The Parties undertake to provide each other with full and prompt cooperation in order to respond promptly and comprehensively to any requests for information and documents from the Supervisory Authority.

10. Control power and audit rights of the Data Controller

10.1. The Data Controller shall periodically monitor the timely compliance with the instructions given to Blastness herein and shall verify the continued fulfilment of the requirements of experience, capability and reliability that influenced the designation of Blastness.

10.2. Blastness must allow the Data Controller to exercise its power of control: in this context, Blastness, upon written request from the Data Controller and with at least 15 (fifteen) days' notice, shall make available to the Data Controller all the information necessary to demonstrate compliance with the obligations set out in this Agreement. It should be noted that the checks by the Owner will be carried out preliminarily on the documents and remotely thanks to the encrypted sending by Blastness of all the required documentation.

10.3. If, following the document checks, on-site inspections and audits are necessary, Blastness shall also contribute to the inspections and audits that the Data Controller wishes to carry out, either directly or through another party appointed by the Data Controller, the costs of which shall be borne entirely by the Data Controller, it being understood that (i) such activities may not be carried out by the Data Controller more than once (1) a year and, in any case, before 12 (twelve) months have elapsed since the last audit activity carried out or commissioned by the Data Controller (ii) such activities must be agreed with Blastness with at least 15 (fifteen) working days' notice; (iii) such activities must be carried out without disrupting the normal operations of Blastness and may not exceed 3 working hours, without prejudice to the possibility of agreeing visits outside working hours; (iv) the use of information that the Data Controller and any person appointed by the Data Controller may become aware of during the audit must be regulated in advance by a specific confidentiality agreement.

11. Cessation of processing and erasure or anonymisation of personal data

11.1. Blastness undertakes, as of now, to discontinue any processing of Personal Data in the event of revocation or termination of this Agreement for any reason.

11.2. In the event of termination of processing, Blastness, on the instructions of the Data Controller, shall return the Personal Data to the Data Controller and/or permanently delete it within 90 days of the Data Controller's request or, in any case, upon revocation or termination of this appointment. Blastness retains the right to retain Personal Data that is necessary for the purposes of demonstrating the Services provided and for the possible protection of Blastness's rights.

11.3. The Data Controller authorises Blastness to proceed, for the entire duration of this Agreement in compliance with the retention periods for Personal Data indicated by the Data Controller or upon termination of the same and of the processing activities in compliance with the preceding paragraphs, where technically possible, to delete the Personal Data by anonymising it in such a way that the remaining information is not, according to the state of the art, in any way traceable to the data subjects.

12. Duration

12.1. This Agreement shall take effect upon its signing and shall remain valid until revoked or, in any case, until the termination for any reason of the Services and/or the agreement between the parties in relation to the provision of the Services and/or the Personal Data processing activities referred to above.

13. Indemnity

13.1. Blastness undertakes to indemnify and hold harmless the Data Controller from any damage, prejudice, cost, expense (including legal fees) and/or penalty arising from:

i) claims or legal, arbitration or administrative actions by any third party;

ii) unlawful or negligent conduct on its part or on the part of its appointed personnel.

These cases shall apply where they are the result of wilful or negligent breaches of this Agreement, of any other instructions provided by the Data Controller regarding the processing of personal data and of the Privacy Policy.

13.2. The liability referred to in the preceding paragraph shall be expressly excluded where it is attributable, even partially, to the Data Controller's failure to communicate information or relevant documents or processes, and, in general, where the breach was due to circumstances not attributable to Blastness, its personnel in charge of processing and/or Sub-Processors. Blastness's liability arising from one or more breaches in the performance of this Agreement shall be limited to an amount equal to 100% of the amount invoiced in relation to the activity carried out. The limitations of liability contemplated herein shall be ineffective in cases of wilful misconduct or gross negligence.

13.3. The Data Controller undertakes to indemnify and hold Blastness harmless from any material or immaterial damage, prejudice, cost, expense (including legal fees), penalty or any other charge arising from claims or legal, arbitration or administrative actions by third parties, including national or international public administrations and interested parties, as a result of the breach, unlawful and/or negligent conduct on the part of the Data Controller and its personnel in charge of processing and/or data processors other than Blastness for breach of the obligations set forth

in the Privacy Policy specifically directed to data controllers or this Agreement, or arising from Blastness' implementation of the instructions given by the Data Controller for the processing of Personal Data in relation to the provision of the Services.

14. Contacts

14.1. All communications that Blastness is required to make to the Data Controller under this Agreement shall be made to the contacts identified at the bottom of this Agreement.

15. Final provisions

15.1. This Agreement supersedes and replaces any previous agreement between the Data Controller and Blastness regarding the protection of Personal Data.
15.2. The Agreement does not provide for any additional compensation to Blastness beyond that already agreed between the Parties with regard to the provision of the Services.
15.3. In the event of a conflict between the provisions of this Agreement and any provisions of the agreement relating to the provision of the Services, the clauses of this Agreement shall prevail.
15.4. For anything not expressly provided for herein, reference shall be made to the general provisions in force regarding the protection of personal data.

Last update: Milan, 2 February 2026

ANNEX A: PROCESSING ACTIVITIES

Activities	*Data processed*	*Data subjects*	*Duration*
Website management	IP address and browsing data	Web users	30 days (maximum duration of cookies)
Booking management	Personal and contact details Booking details Any special data	Guests Potential guests	10 years from the date of booking
Collection and management of consent to the use of cookies	IP address	Web users	30 days (maximum duration of cookies)
Management of Pay-Per-Click and digital campaigns	Browsing data	Web users Guests	30 days (maximum cookie duration)

Newsletter	Contact data	Newsletter subscribers	Withdrawal of consent or blacklisting
Business Intelligence	Personal and contract details IP address and browsing data Booking data	Web users Guests	Immediate anonymisation
Chatbots	Data entered by interested parties in the chat	Web users	30 days