

# Supply agreement

Version of September 30, 2026

Between

The company Bancomail S.p.A. (hereinafter referred to as Bancomail), incorporated under the laws of Italy, headquartered in Genoa, Via D'Andrade 34/106, 16154, registered with the Company Register of Genoa under no. 506965, Tax code and VAT ID no. 02727350999.

- on the one part

AND

The enterprise, company, legal person as indicated in the data entered in the order form (hereinafter referred to as Customer)

- on the other part

## Article 1 - Preamble

For the purposes of this agreement, the Customer hereby declares to be aware that:

a) websites [bancomail.it](http://bancomail.it), [bancomail.com](http://bancomail.com) and the Bancomail brand are entirely property of Bancomail.

b) for the purposes of this agreement, every document, data, product, transaction -also through the Internet - displaying the name, trade mark, logo or other similar material by Bancomail, fall exclusively within the responsibility and liability of Bancomail, for which they constitute a valid equivalence in all respects without limitations or exclusions, except in the event of unlawful use by unauthorized third parties.

## Article 2 - Purpose

The main purpose of this agreement is the sale and purchase (both on and off line) of company directories (hereinafter referred to as "Data"). Secondly, the agreement regards software products and/or consulting services connected or related to the main purpose (hereinafter referred to as "Products"). As for that which is not specifically provided for in the following clauses, the provisions set forth in the Italian Civil Code concerning sale and purchase agreements (Articles 1470 and following of the Italian Civil Code) shall apply.

## Article 3 - The Customer qualification

The customer hereby declares that he/she is entering into this sale and purchase agreement for purposes exclusively connected to his/her activity as an entrepreneur or professional.

## Article 4 - Payment terms and conditions

The price for the purchase of Data shall be paid as follows:

- a) in case of on-line sale, in a single payment when the contract is completed, by bank transfer, credit card through BancaSella or PayPal secure circuits, or credits previously purchased (see Article 5).
- b) in case of off-line sale, otherwise, with an advance bank transfer.
- c) in case of different agreement, if validated by Bancomail's Management by written notification, with deferred methods that may vary according to the order features.

## **Article 5 - Purchase and use of Registry Credits**

The customer is given the opportunity to purchase, in the form of "Registry Credits" (hereinafter "Credits"), lots of Registry data at a pre-established price, in order to benefit from the economic advantage resulting from the size of the package and the related CPR (Cost per Record). Such Credits cannot be converted into economic compensation.

Credits are not due to expire and can be used to place online orders by subtracting the customer's desired amount from the resulting total volume.

## **Article 6 - Warranty**

Bancomail guarantees:

- a) the functionality of the email addresses related to the data under this contract. The warranty is valid for 60 (sixty) days from the receipt of the database and subject to compliance with the terms on page: <https://www.bancomail.com/en/database/warranties-terms>
- b) the lawfulness of the collection and subsequent processing of data in full compliance with the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and with current national laws.
- c) any liability or warranty other than those provided for above is excluded, without prejudice to the limits referred to in Art. 1229 of the Italian Civil Code.

## **Article 7 - Delivery times**

Delivery time can change due to the checks that Bancomail carries out after the purchase. Those checks are performed to ensure the validity of the Data provided to the Customer. Bancomail shall not be held accountable for any delay directly or indirectly caused by such checks; nevertheless any such delay is a binding part of this agreement. By signing this agreement, the Customer hereby gives its consent.

## **Article 8 - After-sale service**

Should the Customer need to ask for a copy of the goods purchased, said copy shall be provided by Bancomail free of charge, provided that it is possible to do so in compliance with the provisions, otherwise an additional cost shall be established at the time of the request. The customer has the duty to keep Data and Products safe along with a safety backup.

## **Article 9 - Use of data. Liability**

The use of the Data and/or Products of this agreement is limited only to the activities permitted by the current legislation, in particular the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and current national laws.

Should the Data be used for unlawful activities or in a way that is not compliant with the regulation, Bancomail reserves the right to take actions against the Customer and holds itself harmless from any liability towards third parties.

To the extent the Data constitute personal data, from delivery the Customer acts as an independent controller within the meaning of EU Regulation 2016/679. In particular, the Customer undertakes to:

- a) provide data subjects with the information required by Article 14 of the Regulation, indicating Bancomail S.p.A. as the source of the data;
- b) choose the contact channel and verify the conditions for its lawfulness, including consent where required by applicable law, in particular by the national rules implementing Directive 2002/58/EC for automated communications;
- c) promptly act upon objection and erasure requests received from data subjects.

### **Article 10 - Payments delay**

If, for any reason, the payment is not made within the established period (see Art. 4 above) Bancomail shall be entitled to late payment interest at the rate set in Art. 5, Legislative Decree no. 231 of 9 October 2002.

### **Article 11 - Obligation to hold harmless**

The Customer undertakes to refund, indemnify and/or hold harmless Bancomail, as well as its employees, collaborators, and legal representatives in any capacity, in the event of claims and/or legal actions being taken against Bancomail before any court due to an unlawful use of the Data or otherwise not complying with Bancomail Policies<sup>[1]</sup>.

### **Article 12 - Processing of personal data of the Customer**

To the extent necessary, since under the current legislation the definition of "personal data" relates exclusively to natural persons, the Customer agrees that Bancomail S.p.A. will process the data in accordance with current legislation and, as referred to in the privacy notice provided under Article 13 of EU Regulation 2016/679, on the basis of Article 6(1)(b) and (c) of the Regulation, since the processing is necessary for the performance of a contract to which the Customer is party, exclusively to carry out the listed services, including fiscal and tax obligations and service communications. The data provision is mandatory to allow the fulfillment of the legal obligations. Bancomail authorizes the same processing of its data by the Customer.

### **Article 12-bis - Transfer of Data outside the European Economic Area**

1. This article applies where the Customer is established in a country outside the European Economic Area that does not benefit from an adequacy decision of the European Commission pursuant to Article 45 of EU Regulation 2016/679. For the purposes of this article, the country indicated by the Customer in the billing details of the order shall prevail.

2. In such cases, to the extent the Data constitute personal data, by accepting this agreement the parties enter into the standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021, Module One (transfer controller to controller), which are hereby incorporated by reference in their entirety and accepted

without amendment, and whose official text is available at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj). Bancomail acts as data exporter and the Customer as data importer. The information required by the annexes to the clauses is set out in Annexes A and B to this agreement.

3. For the purposes of the standard contractual clauses: Clause 7 does not apply; the competent supervisory authority under Clause 13 is the Garante per la protezione dei dati personali (Italy); under Clause 17 the clauses are governed by Italian law; under Clause 18 disputes are resolved by the courts of Genoa, Italy.

4. In the event of conflict between the standard contractual clauses and the other provisions of this agreement, the standard contractual clauses shall prevail.

### **Article 13 - Claims**

The right of withdrawal does not apply to B2B transactions for Professional Customers. In any case, given the characteristics of reproducibility and, in particular, the transfer of Data, the action of Database Downloading is tracked and confirms the Customer's willingness to purchase, preventing any "afterthoughts". For any defects, the following instructions and the Guarantees described in Article 6 (Warranty) are guaranteed.

Upon receipt of the Products and/or Data, the Customer shall immediately verify the conditions and conformity thereof.

Any errors shall be reported to Bancomail within and not later than seven days of detecting them. The Customer shall allow any checks on complaints. To be more precise, Data must be provided in the same format used to deliver them and possibly reported on the same document the customer received from Bancomail.

### **Article 14 - Transferability**

Bancomail can transfer to third parties all or part of the rights and obligations undertaken pursuant to this supply agreement.

Bancomail reserves the right to verify the methods of transfer of the products and/or services to third parties and can stop it if necessary.

### **Article 15 - Applicable law. Competent court**

This agreement is regulated by the laws of Italy. The Court of Genoa shall have exclusive jurisdiction over any disputes arising out of or in connection with the interpretation, implementation or resolution of this agreement.

### **Article 16 - Miscellaneous provisions**

These provisions replace any previous agreement concerning the supply of data, products and services specified in the Purpose (see Art. 2 above) by Bancomail. Any change and/or integration to these provisions shall be registered in a written agreement signed by both parties.

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[1] can be viewed at the web page: <https://www.bancomail.com/en/email-marketing/permission-marketing-rules>

## **Annex A - Description of the transfer (standard contractual clauses, Module One)**

### **A. List of parties**

Data exporter: Bancomail S.p.A., Via D'Andrade 34/106, 16154 Genoa, Italy, VAT ID 02727350999. DPO: Avv. Luca Mazzeo, dpo@bancomail.it. Role: controller.

Data importer: the Customer, as identified by the data entered in the order. Role: controller.

Activities relevant to the transfer: supply of business listings by category under this agreement.

### **B. Description of the transfer**

Categories of data subjects: freelance professionals and sole proprietors whose data coincide with those of their business. The other records concern legal persons and do not constitute personal data.

Categories of personal data: business name, address and geographic data, business telephone, fax, email and certified email, website, VAT number, legal form, business category, turnover, employees, share capital, year of incorporation, company social media pages.

Sensitive data: none. No special categories of data and no data relating to criminal convictions and offences are transferred.

Frequency: one-off for each order.

Nature of the processing: provision of a file via secure download.

Purpose: search for customers, suppliers and business partners by the importer, in the course of its business or professional activity.

Retention period: determined by the importer, for the time necessary for the purpose and in any case not beyond what is permitted by applicable law.

Onward transfers: permitted only under the conditions of Clause 8.7.

C. Competent supervisory authority: Garante per la protezione dei dati personali, Piazza Venezia 11, 00187 Rome, Italy.

## **Annex B - Technical and organisational measures of the data importer**

The importer undertakes to adopt at least the following measures, appropriate to the nature of the data:

- a) access to the Data limited to the staff who need it for the stated purpose, with personal credentials;
- b) storage on password-protected systems, with regular security updates and protected backups;
- c) prompt handling of objection and erasure requests received from data subjects, excluding the relevant contacts from any further use;
- d) indication of Bancomail as the source of the data in the information provided to data subjects;

e) deletion of the Data at the end of the purpose or of the retention period.