K-SPORT
SCIENCE TO PERFORM

APPOINTMENT OF THE PERSON RESPONSIBLE FOR THE PROCESSING OF PERSONAL DATA
PURSUANT TO ART. 28 OF EU REGULATION 2016/679

between

The **Data Controller** (as per the contract entered into)

and

K-SPORT WORLD S.R.L. with registered office in Via Annibale Mengoli, No. 23, 61122 Pesaro (PU), in the person of its legal representative Alberto Guidotti, vested with the necessary powers ("K-Sport" or "Processor")

and hereinafter jointly referred to as the "Parties".

Given that:

a)   the Parties have signed a contract for services and/or *hardware* sales and licensing (the "Services") which regulates the methods of provision of the Services by K-Sport to the Data Controller ("Contract");

b)   for the purposes of executing the Contract, K-Sport will process, as Data Processor on behalf of the Data Controller, personal data as defined in Article 4 of EU Regulation 2016/679 ("GDPR") consisting of common data

c)   the Parties hereby agree, pursuant to Article 28 of the GDPR, to specify their respective obligations under the legislation applicable to the processing of personal data and, in particular, the GDPR.

1. Definitions

1.1.   Capitalised terms, unless otherwise defined, shall have the same meaning ascribed to them in the Service Agreement entered into between the Parties or in the GDPR.

2. Appointment of the Processor

2.1.   By signing this document, the Data Controller appoints K-Sport as Data Processor pursuant to Article 28 of the GDPR, with the task of carrying out the processing of Personal Data that it obtains or to which it has access in connection with the performance of the Agreement and the provision of any ancillary services thereto in its capacity as Data Processor.

2.2.   By signing this document, the Data Processor accepts all the terms set out below, confirms its direct and thorough knowledge of the obligations it assumes in relation to the applicable legislation and undertakes to process the Personal Data in accordance

with the instructions received from the Data Controller through this appointment and/or any further instructions that may be given in writing in the course of the activities performed on behalf of the Data Controller.

2.3.   The Parties agree that the task of carrying out the processing of Personal Data is entrusted to the Data Processor, also in consideration of the fact that the latter provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of the Regulations and guarantees the protection of the rights of the Data Subject. The Data Controller acknowledges and declares that it has assessed the aforementioned guarantees prior to entering into the Contract and has deemed them sufficient.

3. Obligations of the Processor

3.1.   The Processor shall process Personal Data exclusively in accordance with the provisions of this document and/or on the basis of the Contract signed between the Parties and in accordance with any additional written instructions given by the Data Controller.

3.2.   The Processor shall process the Data exclusively and strictly for the purpose and in the manner agreed in accordance with the instructions of the Controller.

3.3.   The Processor shall process Personal Data preferably on servers located within the European Economic Area. The Data Controller acknowledges in any case that the processing of personal data by the Processor may involve, require or imply international transfers of personal data, including to third countries, in particular to entities acting as sub-processors on behalf of the Processor, including companies affiliated with the Processor. The Data Controller hereby authorises the Data Processor to carry out such international transfers in accordance with Chapter V of the GDPR.

3.4.   The Processor shall notify the Data Controller without delay, except where prohibited by law: (i) of any change that would prevent it from fulfilling the obligations assumed under this appointment, (ii) of any significant change that would compromise the functionality/characteristics of the activities referred to in the Contract with consequences for the Processing of Personal Data. Such notification shall not relieve the Processor of the obligations assumed by signing the Contract.

3.5.   At the request of the Data Controller, the Data Processor shall promptly make available all Personal Data in its possession in the format reasonably requested by the Data Controller, at no additional cost to the latter.

3.6.   The Processor shall identify and designate the persons authorised to carry out

Processing operations on Personal Data, identifying the scope of authorisation permitted under Article 29 of the GDPR and providing relevant privacy training.

3.7. The Processor undertakes to guarantee the Data Controller access to the documentation relating to the processing carried out on its behalf, in order to be able to carry out checks on the activity conducted and to make available to the Data Controller the documentation necessary to demonstrate compliance with all the obligations imposed on it by the Data Controller and to allow audits and checks to be carried out by the Data Controller or its representatives.

4. Nature, Purpose of Processing and Storage of Personal Data

4.1. The processing must be carried out by the Processor in execution of the Contract and for the purposes related to it, as well as for the time strictly necessary to pursue these purposes, which in any case may not exceed 10 years from the conclusion of the contract.

5. Use of Sub-Processors

5.1. The Data Controller hereby agrees that the Data Processor may use third parties as sub-processors in the performance of the Contract, subject to notification to the Data Controller of any planned changes regarding the addition or replacement of other data processors indicated in Annex A, thus giving the Data Controller the opportunity to object. In any case, the Processor shall use sub-processors who provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the GDPR and shall impose on such sub-processors the same obligations as those incumbent on the Processor pursuant to Article 28 of the GDPR. If the Sub-Processor fails to comply with its data protection obligations, the Processor remains fully responsible to the Data Controller for the performance of the obligations of its sub-processor.

6. Technical and organisational security measures

6.1. The Processor shall implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR.

6.2. The Processor, taking into account the knowledge gained as a result of technical and technological progress, the nature of the Personal Data and the characteristics of the Processing operations, as well as the risks to the rights and freedoms of natural persons, shall implement appropriate technical and organisational measures and shall ensure that the security measures designed and implemented are capable of reducing the risk of intentional or accidental damage, loss of data, unauthorised access to data, unauthorised processing or processing that does not comply with the purposes set out in the Contract.

6.3. In particular, the Data Processor undertakes to:

a) adopt all measures referred to in Article 32 of the GDPR in order to ensure the confidentiality, integrity and availability of Personal Data, taking into account the requirements of the Regulation;

b) establish and maintain a record of processing activities in accordance with Article 30 of the GDPR;

c) communicate to the Data Controller the name and contact details of its data protection officer (DPO) designated pursuant to Articles 37 et seq. of the GDPR;

d) assist the Data Controller, in relation to the Personal Data being processed, in ensuring - where applicable - compliance with the obligations relating to:
   - the security of processing;
   - the notification of a Personal Data breach to the Supervisory Authority pursuant to Article 33 of the GDPR;
   - the communication of a Personal Data breach to the data subject pursuant to Article 34 of the GDPR;
   - the assessment of the impact on the protection of Personal Data pursuant to Article 35 of the GDPR;
   - prior consultation pursuant to Article 36 of the GDPR.

6.4. The Data Processor, also on behalf of the Data Controller, regularly tests, verifies and evaluates the effectiveness of the technical and organisational security measures adopted in accordance with the above. Upon written request from the Data Controller, the Data Processor shall provide the Data Controller with all necessary information, including the above-mentioned measures and their results, to demonstrate compliance with the obligations set out in this document, and shall allow the Data Controller and/or its representatives to carry out audits and inspections. When assessing the appropriate level of security, the Processor must take into account the risks presented by the processing, which may arise in particular from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Personal Data.

7. Storage, deletion and return of Personal Data

7.1. The Processor must ensure that Personal Data is stored in accordance with the Regulations and with the instructions provided by the Data Controller.

7.2. The Data Processor shall retain Personal Data in accordance with the terms of the law or in relation to the duration of the contract and any instructions received from the Data Controller, including through its representatives. In any case, the Data Processor shall not retain personal data for more than 10 years after the end of the contractual relationship.

7.3.   At the request of the Data Controller or after the expiry of the storage period indicated by the Data Controller, or upon expiry of the longer storage period provided for by applicable legislation, the Data Processor shall, without delay:

a) return to the Data Controller, including through its representatives, all Personal Data in its possession, without retaining any copies thereof;
b) permanently delete all Personal Data from its systems and any possible copies on durable media;
c) ensure the deletion and removal of all Personal Data from its systems.

8. Data Breach Notification Obligations

8.1.   The Processor must promptly notify the Data Controller of any breach of Personal Data ("Breach") at the e-mail address specifically indicated in this appointment, in relation to the provision of services. In any case, the above-mentioned notification must be sent no later than 24 hours after the Processor becomes aware of the Breach.

8.2.   The notification must specify at least:

a) the time, date and place where the Breach occurred and a detailed description of its nature, with particular regard to the Personal Data concerned and/or compromised;
b) the categories and number (approximate if necessary) of Personal Data concerned;
c) an assessment of the possible consequences of the Security Breach on Personal Data;
d) the measures adopted or proposed to mitigate the consequences of the Security Breach;
e) the contact details of the Data Protection Officer.

8.3.   Upon occurrence of a Breach, the Data Processor must also:

a) promptly provide all information and assistance reasonably requested by the Data Controller in order to comply with the obligations imposed on the Data Controller in relation to the Breach, in accordance with the various applicable regulations (including, for example, regulations on reporting to the Data Protection Authority and the National Cybersecurity Agency);
b) provide the Data Controller with any additional information relating to the Security Breach that may become available to the Data Processor after the initial notification;
c) not to inform third parties of such Security Breach without the prior written consent of the Data Controller, unless required to do so by law. In the event that the Data Processor is required to do so by applicable law, obtain the prior written

consent of the Data Controller regarding the content of such communication in order to minimise any negative impact;

    d) if requested by the Data Controller, carry out an analysis of the causes of the Security Breach and promptly inform them of the results;

    e) determine whether the Breach is likely to recur and whether the Breach is permanent;

    f) take immediate measures to prevent the recurrence of the Breach.

8.4.   Unless permitted by this appointment or the Contract, the Data Processor shall not provide any Personal Data to public authorities or supervisory/regulatory authorities or any other third party, except in cases where this is required of the Data Processor by mandatory provisions of law.

9. Requests from Data Subjects

9.1.   Taking into account the nature of the Processing, the Processor undertakes to assist and support the Controller with appropriate technical and organisational measures, to the extent possible, in order to fulfil the Controller's obligation to respond to requests for the exercise of the Data Subject's rights (within the scope and context of the role held and in which the Processor operates) in accordance with the terms set out in Article 12 of the GDPR.

9.2.   In particular, if the Processor receives requests from Data Subjects to exercise their rights, it shall:

    a)   promptly notify the Data Controller in writing, requesting confirmation of receipt and attaching a copy of the requests received;

    b)   coordinate, where necessary and within the scope of its competence, with the company departments designated by the Data Controller to manage relations with Data Subjects.

10. Acceptance of appointment

10.1.   By signing the Contract, pursuant to Article 28 of the GDPR, K-SPORT WORLD S.R.L. accepts its appointment as Data Processor. The Data Processor is aware of the obligations set out in the GDPR and shall comply with the provisions and obligations contained in this document in the performance of the activities assigned to it.

This appointment shall remain in force until the termination, for any reason, of the Contract signed between the Parties.

Date	Version
14 October 2025	1.0