

ADVANCED ELECTRONIC SIGNATURE SERVICE

PREAMBLE

Company HWG Sababa S.r.l. with sole shareholder (below, also "**Company**"), as part of its own document dematerialization project, has introduced a computer process that uniquely assigns a remote advanced electronic signature (AES) (hereinafter also "**Service**") to an individual useful for signing electronic documents. The electronic documents to be signed using the Service are those necessary or useful for the provision of services that the Company provides, based on an agreement, to the user of the AES or processed in the course of the same, ensuring their legal validity and probative efficacy equivalent to traditional paper documents. After signing, the electronic document will acquire the characteristics of integrity and immutability. Electronic documents signed with **AES** will meet the requirement of form under Article 1350 no. 13 of the Italian Civil Code and will have the same legal and probative efficacy recognized by our legal system to private writings (Article 2702 of the Civil Code).

Adherence to the Service is completely free and optional. Hereinafter, the term "**Signatory**" refers to the individual requesting the provision of the **Service** from the Company

DESCRIPTION AND TERMS OF USE OF THE SERVICE

The AES solutions must comply with the technical rules provided by the DPCM 22/02/2013, which in Article 56 establish:

"1. *Advanced electronic signature solutions guarantee:*

- a) the identification of the signatory of the document;*
- b) the unique connection of the signature to the signatory;*
- c) the exclusive control by the signatory of the signature generation system, including any biometric data used for the generation of the signature itself;*
- d) the possibility to verify that the electronic document signed has not been modified after the signature has been affixed;*
- e) the possibility for the signatory to obtain evidence of what has been signed;*
- f) the identification of the subject referred to in Article 55, paragraph 2, letter a);*
- g) the absence of any element in the subject of the subscription intended to modify the acts, facts, or data represented therein;*
- h) the unique connection of the signature to the signed document."*

a) Identification of the document signatory;

The Service activation process is initiated by the company following:

A. the receipt by the Company of the (i) request for AES activation - which must also include the active mobile number and active email address of the Signatory - with acceptance, by the Signatory, of these "General Terms of Service" which occurs with a simple electronic signature through electronically affixed consents on a telematic form (e.g., check box);

B. identification of the Signatory by the Company, through the receipt of:

- an image of the Signatory's valid identity document (scan or photograph),

- an active mobile number,
- an active email. By identity document, only one of the following documents of the Signatory is intended:
 - Identity Card
 - Driver's License
 - Passport

Before starting the activation procedure, the Company verifies the identity of the Signatory by checking a valid identity document and other procedures defined by the Company or through web recognition.

b) Unique connection of the signature to the signatory

The unique connection between the signature and the Signatory occurs according to one or both of the following methods:

- by accessing the signature function via a link received at the Signatory's email address provided to the Company during recognition and acceptance of the AES conditions
- by providing the mobile number to which OTPs will be sent for signature. Without the correct OTP, it is not possible to sign the proposed documents.

c) Exclusive control by the signatory of the signature generation system;

The Service is structured to grant the Signatory exclusive control of the signature generation system, as the solution allows the Signatory:

- to have complete control over what is displayed to them at the time of signing, in particular, the Signatory can view the parts of the document and see where to place the AES
- to hold exclusive control of the process, with the guarantee of its unique connection to the signed electronic document.

Upon signing the documentation, the successful verification of the OTP code entered by the Signatory determines the electronic signature of the electronic document; thus, the AES is securely and unalterably associated with the electronic document.

Without the entry of the OTP code sent via SMS to the mobile number provided by the Signatory, or with the entry of an incorrect OTP, it is not possible to affix the AES to the documents proposed for signature. Sending the OTP to the





mobile phone indicated at the time of signature strengthens the unique connection between the signature and the Signatory.

3

d) The possibility to verify that the signed electronic document has not been modified after the signature has been affixed;

The documents to be signed are produced in a format that prevents the insertion of programs or instructions potentially capable of modifying the acts, facts, or data represented in the documents themselves.

The integrity of the document is ensured by affixing a non-qualified "one-shot" digital certificate of the Signatory within the PDF through the creation of a signature compliant with the standard called PAdES.

Additionally, the insertion of the timestamp and the time mark is provided. The AES technologies used involve the digital fingerprints (hashes) of the electronic document to be signed. The correspondence between a recalculated fingerprint and the one "sealed" within the signatures allows verification that the signed document has not been modified after the signature has been affixed.

e) The possibility for the signatory to obtain evidence of what has been signed

Before signing the documents, the Signatory can view them in their entirety; following the affixing of the AES, they can download what has been signed.

f) Identification of the provider of the AES solutions

It is the Company.

g) Absence of any element in the subject of the subscription intended to modify the acts, facts, or data represented therein

The entire process is not modifiable by the Company. The documents to be signed are produced in a format that prevents the insertion of programs or instructions potentially capable of modifying the acts, facts, or data represented in the documents themselves.

h) Unique connection of the signature to the signed document

The unique connection is established by affixing the non-qualified certificate through OTP, sent via SMS to the Signatory's mobile phone, to which the documents for signature are proposed. The signature data is inserted into the PDF.

Storage and copy of the service subscription



HWG Sababa S.r.l. a socio unico

P.IVA 03820790230

Sede legale - Piazza Tre Torri 2, 20145 Milano (MI) Italia

Sede operativa - Via Enrico Fermi 15/E, 37135 Verona (VR) Italia

www.hwgsababa.com

A copy of these "General Terms of Service" and the Signatory's declaration of adherence, made with an electronic signature, is kept by the Company, as required by regulations, ensuring, throughout the entire retention period, the availability, integrity, readability, and authenticity of the same. The Signatory may at any time request a copy of these General Terms and the declaration of adherence to the same Service from the Company.

Revocation

The Signatory may request a copy of the signed documentation and revoke their adherence to the AES service at any time by signing a specific form available on the company's website.

Obligations of the Company

The Company remains solely responsible for all obligations and provisions set forth in Article 57 of the DPCM February 22, 2013.

Personal Data Processing

By signing the agreement, the Signatory agrees to the processing of data aimed at providing the service, including the recording of images and sounds for the recognition of the Signatory. The information on personal data processing provided for in Article 13 of EU Regulation 2016/679 is available on the website <https://www.hwgsababa.com>, which also includes the methods for exercising the rights of data subjects and the necessary contacts for identifying all service providers.

Civil Liability Insurance

As provided for in paragraph 2 of Article 57 of the DPCM February 22, 2013, the Company has obtained adequate civil liability insurance coverage for third parties.

This Information Note, containing information regarding the characteristics of the advanced electronic signature service, is published on the Company's website at <https://www.hwgsababa.com>, thus always being available to customers and the general public.

