Application Form for Advanced Electronic Signature Service ("FEA")

A) <u>Conditions relating to the Advanced Electronic Signature service ("FEA")</u>

1. Premises

DOGMA S.p.A. (hereinafter "DOGMA"), through the technological implementer partner TocToc S.r.l.,

has introduced an innovative IT solution that allows the customer to electronically sign contractual documentation. The signing of the documents takes place through the use of an advanced electronic signature (FEA), that is, a signature method that possesses the legal and IT requirements envisaged by Legislative Decree no. 82/2005 (Digital Administration Code - CAD) and in the Prime Ministerial Decree of 22 February 2013 (Technical rules on the generation, affixing and verification of advanced, qualified and digital electronic signatures).

2. Definitions

For the purposes of the Conditions, the definitions contained in the CAD, as well as those referred to in the Technical Rules, are understood to be fully reproduced and transcribed here.

3. Provider

DOGMA is the provider of the Advanced Electronic Signature solution (as defined in the DPCM 22-02-2013 "Technical rules on the generation, affixing and verification of advanced, qualified and digital electronic signatures", in the article 55, paragraph 2, letter a).

4. Object of the Service

These conditions (the "Conditions") govern the free and optional provision of a "FEA" by DOGMA to its clients.

The FEA Electronic Signature adopted by DOGMA guarantees compliance with the provisions of the PM Decree of 22-02-2013 "technical rules on generation, affixing and verification of advanced, qualified and digital electronic signatures" published in the Official Gazette no. 117 of 21-05-2013 and therefore guarantees (see Prime Ministerial Decree 22-02-2013, art. 56, paragraph 1):

a) identification of the signatory of the document;

b) the univocal connection of the signature to the signer;

c) exclusive control of the signatory of the signature generation system, including the biometric data that may be used to generate the signature;

d) the possibility of verifying that the signed electronic document has not undergone changes since the signature was affixed;

e) the possibility for the signatory to obtain evidence of the undersigned

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 to modify the acts, facts or data represented therein;

h) the univocal connection of the signature to the signed document.

The documents signed by customers with this method fully satisfy the security requirements as they are delivered in compliance with current legislation and from a legal point of view having the same value as the paper documents signed with an autographed signature.

As required by current legislation, the FEA information, which describes the characteristics of the signature service provided by DOGMA and the technologies on which it is based, are described in art 6 of this form and published on the website at the link https://www.dogma.it/it/privacy

5. **Activation of the service, User identification, Declaration of acceptance for the use of the Advanced Electronic Signature** (PM Decree 22-02-2013, art. 56 paragraph 1 and art. 57 paragraph 1 , letters b, c, d)

The activation of the Service is subject to client acceptance.

These must first be identified by DOGMA which performs the identification by verifying a video, carried out independently by the customer, and a valid identity document. This identification is preparatory to the provision of the FEA. The use of the FEA is possible only after the Client has accepted the Conditions contained in this Service subscription form.

6. Description of the Advanced Electronic Signature system and the technologies used. (PM decree 22-02-2013, art.56 paragraph 1 and art.57 paragraph 1, letters e, f)

The electronic signature solution adopted by DOGMA is designed to meet the legal requirements of the Advanced Electronic Signature:

a) The signatory is recognized through an asynchronous online video recognition process with photographic acquisition of identity documents and subsequently through verification of possession of the telephone number.

b) The verification of possession of the telephone number on which it is operating will take place at the first subscription, by sending via SMS, a One Time Password, random code with limited time validity, uniquely associated with the signature transaction,   which once received by the Customer must be charged by the same and therefore verified by the OTP platform available for the provision of the service.

c) The univocal connection of the signature to the signer is guaranteed by the association between: Video capture, Photo collection of identity documents, the generated OTP password, the user's phone number to which the OTP password is sent OTP to be used to perfect the signing process.

d) The integrity of the electronic document signed with the FEA process is supervised by:

1) the TSR time stamping of the document according to the RFC 3161 standard it provides the assignment of certified date and time,

2) the procedure for entering the signatory's data in the PDF document and the subsequent one conservation according to law. The computer prints (hashes) are also stored of the content subject to subscription and acceptance of the signature service. Control of the correspondence between a recalculated and "sealed" fingerprint within the signatures it allows to verify that the signed electronic document has not undergone changes after affixing the signature

e) The signatory can view the document before signing it in the appropriate one preview box and you will also be informed that a copy, complete with the previous one point
d) will be delivered to him via Mail as soon as the Back office operator has validated the practice of recognition.

f) The signature data are attached to the document in a structure that unites them inextricably to the computerized fingerprint of the signed document. The documents

that customers sign with FEA they meet the safety requirements defined by current legislation.

The FEA service adopted by DOGMA allows the Client to:

- adhere to the use of the FEA service through explicit acceptance prior to the beginning of video recognition process, being able to view the relevant information in the same BOX.

- view and check personal data, contractual data and all declarations provided in electronic format;

- accept the subscription by pressing the "confirm" button or cancel the signature operation, closing the navigation window of the internet browser of the current session. The signature service electronic FEA supplied by DOGMA is of the one shot type, i.e. acceptance of the signature service from part of the Customer is valid only for the current signing session.

- receive signed documents by email, after a successful verification, by an operator of backoffice, videos and photos of previously transmitted identity documents

7. Insurance coverage.

(Prime Ministerial Decree 22-02-2013, art.57 paragraph 2)

In compliance with the legislative provisions, DOGMA communicates that it has an adequate insurance policy taken out with primary insurance authorized to exercise in the field of industrial risks.

8. Limits of use of the Advanced Electronic Signature

(PM Decree 22-02-2013, art. 60 paragraph 1)

The law provides that the "FEA" can be used only for the legal relationships between the

Client and the Provider of the advanced electronic signature solution (referred to in point 3).

9. Jurisdiction

For the resolution of disputes relating to the interpretation of these Conditions, as well as when executing the FEA service, the Rome forum is identified as the exclusive forum.

10. Legal regulations

Although not expressly provided for in these Conditions, please refer to the provisions laws and regulations indicated in the epigraph, as well as any other current provision on the matter.