

ESSENTIAL CONTENT OF THE AGREEMENT PURSUANT TO ARTICLE 26 OF REGULATION (EU) 2016/679

Dear data subject,

as provided for in paragraph 2 of Article 26 of Regulation (EU) 2016/679, you will find below the essential contents of the Joint Controllability agreement signed on 6 August 2024 (hereinafter, the **Agreement**), modified on 6 February 2025, between Technoform Glass Insulation Italia S.r.l. (hereinafter, "**Technoform Glass Insulation**" or "**TGI**") and Technoform Bautech Italia S.p.A. (hereinafter, "**Technoform Bautech**" or "**TB**"). Technoform Glass Insulation, together with Technoform Bautech, are hereinafter referred to as: "**Parties**" or "**Joint Controllers**".

- The Parties are part of the "Technoform" corporate group (hereinafter also: "**Technoform Group**") and together they manage the pages or in any case the accounts opened on certain online social networks (hereinafter also: "**Social Channels**") of the Technoform Group with reference to Italy and the Italian companies.
- During the shared management of these Social Channels, the Parties will be responding to or otherwise making contact with third parties and thus collecting their contact data.
- The Parties agree to employ external subjects for the performance of the aforesaid activities and processing, previously appointed as data processors, committing each other to communicate to each other their data processors used for and/or performing processing related to the purposes managed also in joint controllership, specifying that such external data processors should mainly fall within the aforesaid categories of activities: companies and professional operators providing IT services, companies or professionals in the field of marketing and communication.
- By the Agreement, the Parties have jointly established the purposes and means of the Processing of Personal Data collected on the Social Channels, as well as their respective responsibilities in relation to the obligations arising from the Applicable Legislation with particular reference to (i) the division of responsibilities between the Joint Data Controllers (ii) the manner in which to provide Data Subjects with the information referred to in Articles 13 and 14 of the GDPR (iii) the relationship with Data Subjects and the exercise of their rights.
- The Joint Controllability referred to in the Agreement, the essential points of which are listed herein, therefore relates to the Processing of Personal Data carried out limited to the Social Channels.
- The Joint Controllers undertake, each to the extent of its competence, to
 - (i) process the Personal Data solely for the purposes set out in the Agreement, with the express prohibition to use it for any other purpose;
 - (ii) treat the Personal Data in accordance with the principles of lawfulness and fairness under Article 5 of the GDPR and ensure that the data collected and used are adequate, relevant and limited, including in terms of storage time, to what is necessary in relation to the purposes of the Processing described above, as specifically agreed in the Agreement.
- The Joint Controllers also undertake to:
 - (i) cooperate to ensure the exercise of the rights of the Data Subjects, which they can enforce against both of them, undertaking to provide the Data Subjects, upon request, with Information pursuant to Article 15 of the GDPR;
 - (ii) make available to interested parties the essential content of the Agreement, in accordance with as laid down in Article 26(2) of the GDPR;
 - (iii) record, each in its own record of processing activities, if any, the processing of Data Personal for which they are Joint Holders under this Agreement;
 - (iv) carry out - if necessary - a Data Protection Impact Assessment in respect of the Processing subject

of this Agreement. Any prior consultation with the Supervisory Authority and the transmission of the necessary data to it shall be carried out by agreement between the Parties;

- (v) inform the other Party without delay of any notices, inspections and/or objections by the Supervisory Authority with respect to the Processing of Data inherent in the subject matter of this Agreement, as well as in the event of a complaint or exercise of rights pursuant to Articles 15 et seq. of the GDPR;
 - (vi) share with each other without delay any possible breach of the processed Data within the framework of the Agreement.
- The Agreement, the essential points of which are listed here, shall be valid from the date of signature and until the deletion of all social pages in common between the Parties and/or the division of the ownership thereof between the Parties.