



DHH S.p.A.

• **INTERNAL DEALING PROCEDURE** •

Milan (MI), 30/10/2024

Dominion Hosting Holding S.p.A. – Milan (MI), Via Caldera 21
Tax code and VAT no. 09150720960

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1. INTRODUCTION AND SOURCES

- 1.1 This procedure (“**Procedure**”) governs, with binding effect, the disclosure obligations regarding, and the limits on the carrying out of, Transactions (as defined below) in Financial Instruments (as defined below) of Dominion Hosting Holding S.p.A. (“**DHH**”, “**Company**” or “**Issuer**”) – whose financial instruments are listed on Euronext Growth Milan, a multi-lateral trading facility organised and managed by Borsa Italiana S.p.A. (respectively, “**EGM**” and “**Borsa Italiana**”) –, in any capacity by the Relevant Persons (as defined below) and by Strictly Connected Persons (as defined below) in respect of the Company.
- 1.2 This Procedure was approved by the Board of Directors of DHH on 15 February 2022, and subsequently updated on 16 March 2023 and 30 October 2024.

2. DEFINITIONS

- 2.1 In addition to the terms defined in other sections of this Procedure, the terms below have the following meanings, it being understood that singular terms are construed to mean the plural where necessary, and plural terms the singular.

Appointed Officer: each director of DHH entrusted with management powers.

Black-Out Period: the 30 (thirty) calendar days¹ preceding the publication of the annual financial report and of the half-year financial report, as governed by the EGM Issuers’ Regulation, or of other periodic financial reports that the Company is required to publish under laws and regulations applicable on a case-by-case basis and pursuant to the rules of the trading facility on which the Company’s Financial Instruments are admitted to trading.

CLF: Legislative Decree No. 58 of 24 February 1998 (Consolidated Law on Finance), as subsequently amended and supplemented.

Competent Authority: CONSOB, *Commissione Nazionale per le Società e la Borsa* (Italian Companies and Exchange Commission).

CONSOB Regulation: CONSOB Regulation adopted through resolution no. 11971 of May 1999, as subsequently amended and supplemented.

Euronext Growth Advisor: the Company’s nominated advisor.

Financial Instruments: the Company’s financial instruments, as defined in Article 4, paragraph 1, point 44, letter c) of Directive 2014/65/EU, that are admitted to trading on the EGM or on another multilateral trading facility, including the Shares, in addition to other financial instruments which assign the right to subscribe, acquire or sell shares (including warrants), debt financial instruments, including those convertible into Shares or exchangeable with them, other financial instruments, equivalent to Shares, representing these shares of the Company, or in general other debt and/or equity financial instruments.

Investor Relations Manager: the Company’s head of investor relations.

MAR: Regulation (EU) No 596/2014 on market abuse (“Market Abuse Regulation”) and related implementing regulations.

Related Financial Product: each financial product specified below whose value, in whole or in part, is directly or indirectly determined in relation to the price of a Financial Instrument:

¹ The scheduled date of publication of the financial report represents the 30th day of the related Black-Out Period. Moreover, the end of the Black-Out Period must be calculated with reference to the date of publication of the preliminary data, where this date is prior to the planned date of approval of the final data.

- a) contracts or rights to subscribe, acquire or dispose of Financial Instruments;
- b) derivatives on Financial Instruments;
- c) the financial products for which the Financial Instrument can be converted or exchanged, if the Financial Instrument is a convertible or exchangeable debt instrument;
- d) instruments issued or guaranteed by the Company and whose market price is likely to materially influence the price of the Financial Instruments, or vice versa; and
- e) all other financial instruments equivalent to Shares.

Relevant Person: each person within the Issuer who is:

- a) a member of the management body or supervisory body; or
- b) a senior executive who, although not belonging to the bodies as per the letter above, has regular access to privileged information that directly and indirectly concerns the Company, and who has the power to adopt management decisions that affect the Company's future development of the Company.

SDIR: Service for the circulation of regulated disclosure (*Servizio per la diffusione dell'informativa regolamentata*), in accordance with the CONSOB Regulation.

Share: each share in the Company admitted to trading on EGM.

Strictly Connected Person: the following, in respect of each Relevant Person:

- a) spouse or civil partner;
- b) dependent children;
- c) a relative who has cohabited in the same household in the year prior to the date of the completion of the Transaction;
- d) legal entities, partnerships or trusts that a Relevant Person or one of the persons indicated in letters a), b) or c) above manages solely or jointly;
- e) legal persons directly or indirectly controlled by a Relevant Person or by one of the persons identified in letters a), b) and c) above;
- f) partnerships whose economic interests are substantially equivalent to those of a Relevant Person or of a person indicated in letters a), b) and c) above;
- g) trusts created on behalf of a Relevant Person or one of the persons indicated in letters a), b) and c) above.

Transaction: the transactions as per article 5 of this Procedure.

3. ADDRESSEES

3.1 This Procedure applies to the following parties:

- a) Relevant Persons;
- b) Strictly Connected Persons;

("Addressees").

- 3.2 The Appointed Officers must identify the Relevant Persons of whom they are aware, placing their names on a special list (“**List**”), which must be updated at least annually. The Appointed Officers must also inform the Company’s Board of Directors of all changes and/or additions to the List, which must be made available at all times if requested by the Board of Directors. The List must include the names of the Strictly Connected Persons associated with each Relevant Person of whom the Appointed Officers become aware.
- 3.3 In any event, pursuant to Article 1381 of the Italian Civil Code, Relevant Persons are responsible – as they therefore directly undertake to do by accepting this Procedure – for: (i) informing their associated Strictly Connected Persons in writing of the disclosure obligations established under this Procedure, retaining a copy of the notification; and (ii) providing the Appointed Officers with a list of their Strictly Connected Persons’ personal information.
- 3.4 If a related Strictly Connected Person has already been subject to the obligations of this Procedure as a Relevant Person or a related Strictly Connected Person, the rules for Relevant Persons and related Strictly Connected Persons will apply to them.

4. ACCEPTANCE OF THE PROCEDURE

- 4.1 Addressees’ written acceptance of this Procedure, by completing Annex A, binds them to comply with the provisions of this Procedure and appoints the Company, on their behalf, to fulfil the communication obligations to the public and to the Competent Authority, as required under applicable laws and regulations.
- 4.2 Each Strictly Connected Person, as soon as he or she is informed of the obligations under this Procedure and receives a copy of it, must send the Company a duly-completed and signed copy of Annex A without delay.
- 4.3 If the Issuer does not receive a duly signed copy of Annex A from an Addressee or does not receive the notification as per Article 7 by the deadline indicated, the Addressee will be responsible for all requirements, obligations, duties and/or formalities envisaged under applicable laws and regulations.
- 4.4 If an Addressee intends to personally fulfil the communication obligations to the Competent Authority as per paragraph 4.1 above, he or she must inform the Company in a timely manner.

5. TRANSACTIONS SUBJECT TO NOTIFICATION

- 5.1 A transaction (“**Transaction**”) is defined as any transaction carried out by, or on account of, Addressees and involving Financial Instruments or Related Financial Products, including but not limited to:
- a) the assignment for collateral or lending of Financial Instruments by or on behalf of an Addressee²;
 - b) Transactions carried out by those who undertake or carry out transactions on a professional basis, or by anyone on behalf of an Addressee, even if discretion is exercised in carrying out the transaction;
 - c) Transactions carried out in relation to a life insurance policy, defined in accordance with Directive 2009/138/EC, in which: (i) the policyholder is an Addressee; (ii) the investment risk is borne by the policyholder; and (iii) the policyholder has the power or discretion to make investment decisions in relation to specific instruments contemplated under such life insurance, or to execute transactions involving the specific instruments of such insurance;

² Where the pledging or lending, in connection with the deposit of the related Financial Instruments in a custodial account, is in view of securing a specific credit facility, it is not necessary to report the Transaction.

- d) acquisition, disposal, short sale, subscription or exchange;
- e) the acceptance or the exercise of option rights (including an option right granted to Relevant Persons or to employees as part of their remuneration) and the disposal of Financial Instruments arising from the exercise of an option right;
- f) the subscription of swap agreements connected to stock indices or the execution of such agreements;
- g) derivative instruments or associated transactions, including cash-settled transactions;
- h) the subscription of contract for difference related to a Financial Instrument;
- i) the acquisition, disposal or exercise of rights, including put and call options, and warrants;
- j) subscription of a capital increase or debt security issuance;
- k) transactions in Related Financial Products in respect of a debt security of the Company, including credit default swaps;
- l) transactions subject to conditions, and the actual execution of those transactions;
- m) the automatic or non-automatic conversion of a Financial Instrument into another Financial Instrument, including the exchange of bonds convertible into Shares;
- n) any gifts or donations made or received or inheritances received;
- o) transactions made regarding products, baskets and index-based derivative instruments;
- p) transactions in shares or units of investment funds, including alternative investment funds (AIFs);
- q) transactions carried out by the manager of an AIF in which the Addressee has invested;
- r) transactions executed by third parties as part of an asset management mandate or of an individual portfolio on behalf of or for the benefit of an Addressee;
- s) the borrowing or lending of Financial Instruments or Related Financial Products.

5.2 All Transactions are subject to reporting under this Procedure upon reaching a total amount of **€20,000.00 (twenty thousand/00)** (or any other amount as indicated on a case-by-case basis by the Competent Authority as per Article 19(9) of the MAR – in this case this amount is considered directly applicable with no need for further changes to this Procedure) in a calendar year. For the purpose of determining whether this threshold has been reached, all Transactions carried out by a Relevant Person or by a related Strictly Connected Person must be totalled with no offsetting.

5.3 The following Transactions are not subject to communication obligations:

- a) Transactions carried out by Relevant Persons and related Strictly Connected Persons the total amount of which does not reach €20,000.00 (twenty thousand/00) (or any other amount as indicated on a case-by-case basis by the Competent Authority as per Article 19(9) of the MAR – in this case this amount is considered directly applicable with no need for further changes to this Procedure) by the end of the calendar year;
- b) Transactions carried out by the Issuer and by its subsidiaries.

6. **FUNCTIONS OF THE APPOINTED OFFICERS**

6.1 For the purposes of this Procedure, the Appointed Officers, with the assistance of the Investor Relations Manager, are tasked with the following functions:

- a) receiving and undertaking communications as per Article 8 below;
 - b) handling communications received from Addressees (by storing them in a specific archive);
 - c) managing and updating the List of Relevant Persons and related Strictly Connected Persons;
 - d) circulating this Procedure, and any modifications and additions, to the Relevant Persons and requesting that the declaration set out in Annex A be signed where required;
 - e) collecting and retaining the declarations set out in Annex A and signed by the Addressees;
 - f) sending Relevant Persons a notice that they have been identified as such for the purposes of this Procedure and the related obligations;
 - g) informing the Company's Board of Statutory Auditors and Board of Directors if they identify or become aware of any breaches of this Procedure.
- 6.2 The Investor Relations Manager is responsible for keeping the List and copies of all communications set out in this Article.
- 6.3 The Appointed Officers must monitor legal and regulatory developments concerning internal dealing in order to promptly adapt this Procedure and inform the Board of Directors of any amendments that are considered beneficial and/or necessary to adopt.
- 7. COMMUNICATION OF TRANSACTIONS CARRIED OUT BY RELEVANT PERSONS AND STRICTLY CONNECTED PERSONS**
- 7.1 Relevant Persons and related Strictly Connected Persons, to facilitate the Company's communication as per Article 8 below (and without prejudice to the obligations directly incumbent upon these persons under applicable law), must notify the Company immediately of all Transactions carried out by or on account of the these persons, along with all information set out in Annex B to this Procedure, essentially at the same time as the Transaction or, in any event, by the end of the day on which the Transaction is carried out.
- 7.2 If the Relevant Person or a related Strictly Connected Person intends to personally fulfil the obligations of informing the Competent Authority, the communication as per paragraph 7.1 above must also be made at the same time as the Transaction, or, in any event, no later than three (3) days from the Transaction, including in respect of the Competent Authority.
- 7.3 Communications must be made as follows:
- a) to the Company via email to info@dhh.international, with advance notice via telephone to the Investor Relations Manager; and
 - b) to the Competent Authority via certified email to consob@pec.consob.it or, for parties who do not have a certified email account, via standard email to protocollo@consob.it³.
- 7.4 The Appointed Officers and Investor Relations Manager can request from Addressees any information, clarification and/or additional information necessary and/or useful to properly implement of this Procedure.
- 7.5 The Company is not liable for the failure to complete, incomplete or untimely completion, by Addressees, of their obligations under this Procedure and any applicable regulations.

³ Communications must include the "Market Information Office" as the recipient and "MAR internal dealing" as the subject line.

8. MANAGEMENT AND PUBLISHING OF COMMUNICATIONS BY THE COMPANY

- 8.1 Through the Investor Relations Manager, the Company must promptly communicate and make available to the public, through the SDIR and on its website under the section “For Investors”, and provide the Competent Authority (except in cases in which the Addressee has opted to personally fulfil the communication obligations) the information contained in the form under Annex B and submitted by the relevant Addressee within 3 (three) business days from the completion of the Transaction.
- 8.2 The Appointed Officers and Investor Relations Manager must frequently update the Euronext Growth Advisor regarding any Transactions of which they become aware.
- 8.3 Information regarding Transactions as per this article must not be published elsewhere before being communicated via SDIR.
- 8.4 Under no circumstances will the Issuer be responsible for the truthfulness and/or completeness of the information as per the preceding paragraph. Addressees remain, in all cases, fully liable.

9. PROHIBITION ON CARRYING OUT TRANSACTIONS DURING THE BLACK-OUT PERIOD

- 9.1 Without prejudice to Article 10, Relevant Persons must refrain, during Black-Out Periods, from carrying out Transactions – regardless of value or of whether the threshold under Article 5.2 is reached – whether directly or indirectly, whether on their own account or on behalf of third parties.
- 9.2 The Company’s Appointed Officers can authorise Relevant Persons to carry out a Transaction during the Black-Out Period:
- a) based on a case-by-case assessment in exceptional conditions such as serious financial difficulties that necessitate the immediate sale of Financial Instruments or Related Financial Products;
 - b) when the Relevant Person is able to demonstrate that the Transaction cannot be carried out if not during the Black-Out Period.
- 9.3 In cases in which the circumstances as per the above paragraph apply, the Relevant Person must request authorisation to carry out the Transaction in a reasoned, written application containing an accurate description of the Transaction and an explanation of the reasons for carrying out it.
- 9.4 “Exceptional circumstances” are understood to mean extremely urgent, unforeseen and pressing situations beyond the Relevant Person’s control. When determining whether a circumstance is exceptional, the Company will assess, together with other indicators, whether and to what extent the Relevant Person:
- a) must, at the time of submitting the request, fulfil a legally enforceable financial obligation or satisfy a claim; or
 - b) has to fulfil obligations or is in a situation that arose before the beginning of the Black-Out Period and that requires the payment of a sum to third parties, including tax obligations, and this person can no longer reasonably fulfil a financial obligation or satisfy a claim without immediately carrying out the Transaction.

10. ADDITIONAL CIRCUMSTANCES IN WHICH AUTHORISATION CAN BE GRANTED

- 10.1 In addition to the situation envisaged under Article 9.2 of this Procedure, the Company can authorise a Relevant Person to carry out a Transaction during a Black-Out Period when:
- a) the Relevant Person is granted or awarded Financial Instruments under an employee plan, on condition that: **(i)** the plan and its conditions have been approved by the Company; **(ii)** the plan establishes the timeline for the awarding or granting and the amount of the Financial

Instruments; and **(iii)** the Relevant Person has no discretionary power in respect of the acceptance of the Financial Instruments;

- b) the Relevant Person is granted or awarded Financial Instruments under a plan having the characteristics under point a) above, the implementation of which must be completed during a Black-Out Period and with regard to which the Relevant Person has not discretionary power in respect of the acceptance of the Financial Instruments
- c) the Relevant Person, by written notice to the Company at least four (4) months prior to maturity, exercises options or warrants, or the right to convert bonds that were allocated under a plan as per point a) above, where the maturity date of such options, warrants or convertible bonds is within a Black-Out Period, and sells the Shares acquired following the exercise of such options, warrants or convertible bonds, provided that the Relevant Person's decision is irrevocable and is authorised by the Company;
- d) the Relevant Person acquires Financial Instruments under an employee savings plan in which the Relevant Person enrolled prior to the commencement of the Black-Out Period, the conditions of participation in the plan and participation itself are irrevocable, and the conditions of purchase are defined by the plan without the Relevant Person being able to amend them;
- e) the Relevant Person transfers or receives, directly or indirectly, Financial Instruments, provided that the accounts to which they are transferred are owned by the same Relevant Person and the prices of the Financial Instruments do not change;
- f) the Relevant Person acquires a security interest or rights relating to Shares, the final date of which falls within a Black-Out Period, and proves that the transaction in question could not have been carried out at any other time.

11. PENALTIES

- 11.1 Failure to comply with the disclosure obligations as per the laws and regulations incorporated into this Procedure could result in penalties being levied by the Competent Authority.
- 11.2 Any violation of the provisions of this Procedure, also where not translating into conduct penalised by the legal authorities, by the Competent Authorities or by Borsa Italiana, could cause significant damage to the Company, also in terms of image.
- 11.3 In the event of breach of this Procedure, the Company will pursue the measures established by the Italian Civil Code against such individuals, including requests for compensation for damage to the Company as a result of the breach.
- 11.4 Any breach of this Procedure, even where this does not result in penalties levied by the Competent Authority or by Borsa Italiana, could cause damage to the Company, including to its image. If an employee breaches the Procedure, this could constitute a disciplinary offence and, in the most serious of cases, lead to dismissal.

12. PERSONAL DATA PROCESSING

- 12.1 For the purposes of this Procedure, the Company could be required to handle Addressees' personal data. Information concerning the processing of data by the Company is provided in the form annexed to this Procedure (Annex C).
- 12.2 Upon delivery to the Investor Relations Office of the acceptance letter set out in Annex A, consent is deemed to have been granted as per the European General Data Protection Regulation (Regulation (EU) 2016/679, GDPR) and as per applicable data protection laws.

13. AMENDMENTS AND ADDITIONS

- 13.1 Any amendments necessary due to changes to the regulations applicable to the Issuer will be approved by the Board of Directors of the Company based on the reasoned proposal of the Appointed Officers.
- 13.2 Amendments and/or additions will be communicated to the Relevant Persons with an indication of the date of entry into force of the new or amended provisions. Relevant Persons will be responsible for reporting any changes and/or additions to their respective Strictly Connected Persons.

14. FINAL PROVISIONS

- 14.1 This Procedure will be provided to all Relevant Persons in double copy.
- 14.2 Each Relevant Person must: **(i)** return a copy of Annex A to this Procedure signed in acknowledgment and receipt; **(ii)** provide the Investor Relations Manager with a list of the names and information of their Strictly Connected Persons; **(iii)** inform the Investor Relations Manager of changes to the above list; **(iv)** send a copy of this Procedure to each Strictly Connected Person; **(v)** comply with this Procedure; and **(vi)** contact the Investor Relations Manager in the event of need for clarification on the application of the Procedure.
- 14.3 Each Strictly Connected Person, after receiving a copy of this Procedure from a Relevant Person, must: **(i)** return a signed copy of Annex A to this Procedure to the Company; **(ii)** comply with this Procedure; and **(iii)** contact the Investor Relations Manager in the event of need for clarification on the application of the Procedure.
- 14.4 The laws and regulations applicable to the Company as an issuer of financial instruments listed on EGM or on any other multilateral trading system apply to any matters not explicitly addressed under this Procedure.

15. ENTRY INTO FORCE

- 15.1 This Procedure, approved by the Board of Directors of DHH on 15 February 2022, and subsequently updated on 16 March 2023, comes into force on 16 February 2022.

ANNEX A

Acceptance of the Procedure

I, _____
residing in _____
in my capacity as _____

being aware that I have been included as an Addressee subject to the Internal Dealing Procedure of DHH S.p.A.

declare and certify

that I have received a copy of the above documentation, have read it, and fully accept it without reserve;

- the following contact information for the purposes of the Procedure:

_____;

- the names of following Strictly Connected Persons (only applicable to Relevant Persons):

_____;

- my Relevant Person of reference (only applicable to Strictly Connected Persons):

_____;

- that I undertake to notify the Investor Relations Manager of any Transactions, as defined in this Procedure, in the manner and according to the terms established under the Procedure;
- that I authorise, on my own account and under my own responsibility, the Company to make communications and disclose the contents of these communications to the public and to the Competent Authority in the manner and according to the terms established under the Procedure, and

Consent

as per the European General Data Protection Regulation (Regulation (EU) 2016/679) and applicable data protection laws, to the Company's processing of my personal data contained in this form for the purposes of the disclosure envisaged under Article 12 of the Procedure.

Place, date

Signature

ANNEX B

Disclosure and communication of transactions to the public

1	<u>Information on the Relevant Person and/or Strictly Connected Persons</u>	
a)	Name ¹	
2	<u>Reason for notification</u>	
a)	Position/role ²	
b)	Initial notification/modification ³	
3	<u>Issuer information</u>	
a)	Name ⁴	
b)	LEI code ⁵	
4	<u>Information on the transaction (section to be repeated for: (i) each type of instrument, (ii) each type of transaction, (iii) each date, and (iv) each location where transactions are carried out)</u>	
a)	Description of the financial instrument ⁶ Identification code ⁷	
b)	Nature of the transaction ⁸	

c)	Price(s) and volume(s) ⁹	<table border="1"> <thead> <tr> <th>Price(s)</th> <th>Volume(s)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Price(s)	Volume(s)												
		Price(s)	Volume(s)														
d)	Aggregate information ¹⁰ - Aggregate volume - Price																
e)	Date of the transaction ¹¹																
f)	Location of the transaction ¹²																

* * *

Place, date

Signature

Instructions on filling out Annex B

(1) Name	For natural persons: name, surname and tax code. For legal persons: full name, including legal form and tax code.
(2) Position/role	For Relevant Persons: position within the Issuer. For Strictly Connected Persons: type of Strictly Connected Person, along with name, surname and position of the reference Relevant Person (<i>e.g. spouse of [___], director of [___]</i>).
(3) Initial notification/modification	Specify whether it is an initial notification or an amendment of a prior notification. In the event of changes, explain the error being corrected.
(4) Issuer	State the full name and tax code of the issuer of reference.
(5) LEI code	State the legal entity identifier code (where present), compliant with the LEI code as per the ISO 17442 standard.
(6) Description of the financial instrument	State the nature of the financial instrument: share, debt instrument (bond), derivative or financial instrument connected to a share or a debt instrument.
(7) Identification code	State the financial instrument identification code as defined in Regulation (EU) No 600/2014 (e.g. ISIN code).
(8) Nature of the transaction	Description of the type of transaction, where possible with reference to the transaction types as per this Procedure (Article 5). State whether the transaction is connected to the use of share option plans.
(9) Price(s) and volume(s)	If multiple transactions of the same type (acquisition, sale, lending, borrowing, etc.) are executed on the same financial instrument on the same day and in the same location, state the prices and volumes of each transaction.
(10) Aggregate information	Volumes of multiple transactions are aggregate when: <i>(i)</i> they refer to the same financial instrument, <i>(ii)</i> they are of the same type, <i>(iii)</i> are carried out on the same day, and <i>(iv)</i> are carried out in the same location. In the event of a single transaction, state the transaction price. In the event that the volumes of multiple transactions are aggregate: the weighted average price of the aggregate transactions.
(11) Date of the transaction	Date: state the date on which the transaction was carried out [year-month-day; UTC time] (use ISO 8601 format)
(12) Location of the transaction	Place: name and identifier code of the trading venue as per the MiFID, of the systematic internaliser, or of the organised trading platform outside of the European Union in which the transaction was carried out. If the transaction was not carried out at one of the above locations, specify “outside of a trading venue”.

In the interest of the most correct use of technical terminology and abbreviations, also in view of the notice to the Competent Authority, please see Commission Implementing Regulations (EU) 2016/523 and (EU) 2016/378.

ANNEX C

Personal data processing policy

The purpose of this policy is to describe the processing of your personal data that is provided in connection with and for the purposes of the Procedure on Internal Dealing of Dominion Hosting Holding S.p.A. (respectively, “**Procedure**” and “**DHH**” or “**Company**”), of which this policy is an integral part.

The data controller is DHH, with registered office at Via Caldera no. 21, Milan (MI).

The Data Protection Officer (DPO) is Mrs Valentina Apruzzi with email address: dpo@dhh.international.

Nature of the personal data processed

The personal data processed by DHH is the data that you provide, as a Relevant Person, in filling out Annex A and Annex B to the Procedure.

Purposes, methods and duration of processing

Your personal data will be processed solely for the purposes of the Procedure imposed by the law. DHH guarantees the confidentiality of the data, ensuring that it will adopt the necessary protection and security measures to prevent the risk of accidental or unlawful destruction, loss, modification or disclosure or of unauthorised access to and/or use of the data. The Company also guarantees that it will comply with the principles of lawfulness, fairness, transparency, restriction, minimisation, updating, correction and integrity envisaged under applicable legislation.

The personal data will be retained only for the time necessary for the purposes for which it was collected. In particular, the Company will keep your data until the end of the social contract and then for a period not exceeding ten years (period after which the rights arising from the contract will be terminated) as well as for the period provided for by law for administrative purposes, for the management of any complaints/disputes in civil, administrative and/or criminal matters.

Provision of data and legal basis of processing

Your data must be provided in order to fulfil the legal obligations associated with the Procedure, as specified therein, pursuant to art. 6.1 lett c) GDPR.

Disclosure to third parties and transfer abroad

Your personal data will be disclosed to the third parties indicated in the Procedure solely for the purposes stated therein. Specifically, your data could be disclosed to the Company’s Euronext Growth Advisor, Borsa Italiana S.p.A., and to the competent market supervisory authorities.

Additionally, as some of the personal data provided must be released to the public under Italian and European laws and regulations, the Company will release the data to the public in accordance with the related laws and regulations.

Your personal data will not be transferred abroad, but they can be available on our website managed by DHH Switzerland in a data center placed in Italy. The processing is made under the Adequacy Decision of the EU Commission dated July 26th 2020 upon art. 45 GDPR.

Rights of data subjects

As the data subject, you can exercise the following rights concerning the personal data you provide: the right to access to the data and information regarding the data; the right to request that the data be corrected/rectified if it is incomplete or inaccurate; the right to withdraw your consent (where possible); the right to portability of the data in a structured format (where possible); the right to have the data erased (where possible); and the right to lodge a complaint with the supervisory authority.

Refusal to provide data

Refusal to provide the personal data requested will make it impossible to implement the Procedure, with all related consequences under applicable laws, including penalties.

Contact information

If you wish to receive additional information regarding the collection, use, disclosure, transfer or processing of your personal data or to exercise one of your rights listed above, you can address any questions, requests or observations to Giandomenico Sica, Company's Executive President and data protection officer, at info@dhh.international.

For further information concerning your rights or to lodge a complaint, you can contact the supervisory authority – the Italian Data Protection Authority – at Via Monte Citorio 121, 00186, Rome, www.garanteprivacy.it, garante@dpd.it.