

Vladyslav Pereverzyev

DATA PROCESSING AGREEMENT

GDPR - Art. 28 - Version of 23 September 2026

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Agreement under Article 28 of Regulation (EU) 2016/679 (GDPR).

HOW TO USE

Fill in the controller fields and the signature, save the PDF and send it to info@vladpereverzyev.com before the first case. You will receive the copy signed by the processor as well.

PARTIES

Controller and processor

Controller (the "Controller"), the client clinic or laboratory:

Company name	
Registered office	
VAT number	
Legal representative	
Email	
Privacy contact (if different)	

Processor (the "Processor"): Vladyslav Pereverzyev, sole proprietorship, Via del Macello 36/B, 39100 Bolzano (BZ), Italy, VAT IT03281410211, email info@vladpereverzyev.com, certified email (PEC) vladpereverzyev@pec.it.

This agreement supplements every order, quote or contract between the parties (the "Services") and prevails over them on the protection of personal data.

01 · Subject matter, nature and purpose

The Processor processes personal data on behalf of the Controller only to perform the Services: dental CAD design, 3D printing of models and prototypes, training and software support on the Controller's cases. The Processor does not manufacture custom-made medical devices: their production remains with the Controller or with third parties chosen by the Controller.

- **Data subjects:** the Controller's patients; where applicable, employees and collaborators of the Controller named in case communications.
- **Data:** intraoral and model scans, photographs, prescriptions, CAD files, data concerning health (Art. 9 GDPR) needed for the case, case code. Name, date of birth and other data identifying the patient are not needed and the Controller does not send them.
- **Operations:** receipt, consultation, processing in CAD software, storage for the period in section 9, return, erasure.
- **Duration:** the duration of the Services, plus the retention period in section 9.

02 · Instructions of the Controller

The Processor processes the data only on documented instructions from the Controller, given by the order for each case and by this agreement. If the Processor considers that an instruction infringes the GDPR or other law, it informs the Controller immediately. The Processor does not use the data for its own purposes, does not disclose it and does not enter it into generative AI tools, unless the Controller agrees in writing.

03 · Transmission channels and pseudonymization

Patient cases are transmitted only through:

- the portals of the intraoral scanners (Dentsply Sirona Connect, 3Shape Communicate, Medit Link, Shining 3D Dental Cloud, exocad dentalshare), under the contracts each party has with the portal provider;
- another channel agreed in writing by the parties before sending and covered by a processing agreement with its provider.

The Dropbox upload link, WeTransfer, email and WhatsApp are not channels for patient data and are used only for files that contain none. If the Controller sends patient data through them anyway, the Processor informs the Controller, moves the files to the correct channel and deletes the copies received.

The Controller sends files pseudonymized: a case code instead of the patient's name in file names, notes and prescriptions. The link between code and patient stays with the Controller.

04 · Confidentiality

The Processor ensures that anyone processing the data on its behalf is bound by confidentiality and instructed on correct processing.

05 · Security

The Processor applies the technical and organizational measures in Annex B, appropriate to the risk under Art. 32 GDPR, and updates them without lowering their level. The detail of the measures is documented internally and can be verified under section 10.

06 · Sub-processors

The Controller gives general authorization to engage the sub-processors in Annex A. The Processor gives at least 15 days' notice by email before adding or replacing a sub-processor; within that period the Controller may object on data protection grounds, and that sub-processor is then not used for its cases. Every sub-processor is bound by contract to the same obligations as this agreement, and the Processor remains liable for it.

07 · Transfers outside the European Economic Area

A transfer to countries outside the EEA takes place only through an authorized sub-processor and on the basis of an adequacy decision (including the EU-US Data Privacy Framework) or of the European Commission's standard contractual clauses (Art. 45 and 46 GDPR), with any supplementary measures required.

08 · Assistance to the Controller

- The Processor forwards to the Controller within 5 working days every request received from a data subject and does not answer it directly unless instructed.
- It assists the Controller, as far as it is concerned, with the obligations under Art. 32 to 36 GDPR.
- **Personal data breaches:** the Processor informs the Controller without undue delay and in any case within 48 hours of becoming aware of a breach affecting its data, with the information under Art. 33(3) GDPR available at that time, and keeps it updated.

09 · Retention, return and erasure

The files of each case are kept for 12 months from delivery of the work, for remakes, changes or warranty requests, and then deleted, backup copies included, unless a different period is agreed in writing or required by law. At the end of the Services the Processor, at the Controller's choice, returns or deletes the data within 30 days and, on request, confirms the erasure in writing.

10 · Audits

The Processor makes available to the Controller the information needed to demonstrate compliance with this agreement and allows audits, including by an auditor bound by confidentiality and appointed by the Controller, with at least 15 days' notice, during working hours and without access to other clients' data.

11 · Final provisions

This agreement applies for as long as the Processor processes data on behalf of the Controller. Amendments must be in writing. Matters not covered are governed by the GDPR and Italian Legislative Decree 196/2003. Place of jurisdiction: Bolzano, Italy. The agreement is available in Italian, English and German; in case of discrepancy the Italian version prevails.

SIGNATURES

Signing

The Controller

Name and role	
Place and date	
Signature	

The Processor - Vladyslav Pereverzyev

Name and role	
Place and date	
Signature	

A N N E X A

Authorized sub-processors

SUB-PROCESSOR	SERVICE	LOCATION OF DATA	SAFEGUARDS
Collaborators for CAD modelling (dental technicians and designers; names given to the Controller on request)	Part of the CAD modelling, coordinated and finally checked by the Processor	EU and countries outside the EEA	Art. 28 agreement with the Processor; outside the EEA also standard contractual clauses (Decision (EU) 2021/914)
Providers of the scanner portals listed in section 3	Receipt and storage of cases in the Processor's account	Depending on the provider: EU or countries outside the EEA	Provider's terms and processing agreement; outside the EEA an adequacy decision or standard contractual clauses
Email service provider	Communication about cases, not patient files	EU	Provider's processing agreement
AnyDesk Software GmbH	Remote support at the Controller's request	Germany, EU	Provider's processing agreement

A N N E X B

Technical and organizational measures

- Access to systems with personal credentials and two-factor authentication on the accounts that offer it.
- Encrypted work devices and backup copies.
- Up-to-date operating systems and software, protection against malware.
- Case files accessible only to the Processor and, for assigned cases only, to authorized collaborators.
- Regular backup copies; erasure applies to the copies too.
- Collaborators receive only the files of the assigned case, under the case code, and delete them on delivery.
- Pseudonymization: the Processor adds no identifying data to the Controller's files.
- Periodic erasure under an internal procedure, checked every month.
- Internal procedure for personal data breaches and a breach register.
- Remote support only after the Controller has accepted the connection; the Controller first closes files and programs that are not needed, and during the session the Processor opens no patient data that the task does not require.

Vladyslav Pereverzyev

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