



1 - The contractual relationship

These general conditions ("GC") form an integral and substantial part of the purchase orders ("Purchase Order") issued by each Italian company of the Almaviva Group ("Company"). The GC in force on the date of receipt by the Company of the signed Purchase Order will apply to each Purchase Order.

The contractual relationship between the Company and the supplier of products and/or services ("Supplier", jointly, "Parties") - as identified and defined in the Purchase Order - will be created when the Company receives a copy of the Purchase Order signed by the Supplier. The contractual relationship will not be deemed as finalized without the written acceptance of the Purchase Order, even if the Supplier performs the services referred to in a Purchase Order. If the Purchase Order is received by the Company without a digital signature or an original handwritten signature, the Supplier must keep the original signed Purchase Order until the expiry of the statute of limitation concerning any right relating to the Purchase Order.

The Supplier acknowledges that the GC are published on the website of Almaviva S.p.A. at the following address www.almaviva.it/IT/Canali/Pagine/Portale-Fornitori.aspx and are periodically subject to review.

2 - Scope

The GC establish the terms and conditions under which the Supplier undertakes to provide the products and/or services indicated in the individual Purchase Order (respectively "Products" and "Services") for the Company and/or its customers, including public administrations, identified in the Purchase Order ("End Customer(s)").

The Purchase Order for all matters not expressly provided therein shall be governed by the GC.

In the event of a conflict or inconsistency between the GC and the Purchase Order, the provisions of the latter shall prevail, unless the Purchase Order indicates that a specific provision of the same is an express derogation from the GC.

3 - Supplier's representations and warranties

The Supplier makes the following representations and warranties which are valid at the time of signing each Purchase Order and for the entire duration of the agreement:

- The Supplier is a validly incorporated and existing company, is not subject to bankruptcy, pre-bankruptcy or liquidation proceedings of any kind and the person who signs the Purchase Order is duly authorized to conclude and execute the Purchase Order;
- there is none of the situations provided for by the anti-mafia legislation with regard to the Supplier and, in particular, with regard to the Supplier's person as per articles 85 and 91, paragraph 5, of Legislative Decree no. 159/2011, there are no grounds for revocation, suspension or prohibition as per article 67 of the aforementioned decree or attempts to infiltrate the mafia as per article 84, paragraph 4, of the same decree. Furthermore, the Supplier is not in any of the grounds for exclusion under Article 38 of Legislative Decree no. 163/2006 and Article 80 of Legislative Decree no. 50/2016 and related implementing legislation;
- the conditions, including economic ones, envisaged by the Purchase Order are those reserved for its primary customers and the Supplier undertakes to apply to the Company any future better conditions that it will apply, on the Italian market, for similar activities;
- in the last 12 (twelve) months prior to the entering into each single Purchase Order, the total amount of the Purchase Orders to the Supplier has not exceeded 20 (twenty) % of the Supplier's turnover for the same period;
- the Supplier is in possession of UNI-EN ISO 9001 certification and has a suitable organisation of means and persons to guarantee the correct fulfilment of each Purchase Order. The Products and/or Services are and will be compliant with the applicable Italian and European Union legislation.

4 - Performance of the Services, delivery and installation

The methods and times of delivery and/or installation of the Products and/or the execution of the Services shall be governed by the Purchase Order and by any documentation they may refer to.

The Purchase Order shall also specify the place of delivery and/or installation of the Products and/or provision of the Services.

If, at the request of the Company or in relation to the nature of the supply, the delivery of the Products is scheduled to be fractioned over time, the Supplier must, on the occasion of each delivery, state the words "partial delivery" on the delivery note.

For the coordination of the activities covered by each Purchase Order and the management of relations with the counterparty, each Party shall appoint its own contact person ("Contact Manager") whose name shall be indicated in each Purchase Order.

The Contact Manager will deal, in particular, with the planning of activities, the identification of application areas of intervention, the definition of technical and methodological standards and any other aspect related to the Products and/or Services, the coordination of any testing activities referred to in art. 5.

The Purchase Order may provide for penalties associated with delays in the delivery/installation of the Products and/or non-compliance with service levels ("SLA") that may be agreed. The application of such penalties, even cumulatively, will not affect the rights of the Company to obtain compensation for greater damages and to exercise the right of express termination under Art. 13 below.

In the absence of such provisions and in the event that a deadline is set in the Purchase Order for the delivery of the Products and / or the performance of Services, it shall be considered an essential deadline for the Company pursuant to and for the purposes of art. 1457 of the Civil Code.

The Supplier shall provide, in its own name, care and costs, for the disposal of the waste produced by the execution of the Purchase Order (including any consumable material, packaging and any other residual material) in accordance with current legislation, configuring itself as a producer of waste pursuant to art. 183 Legislative Decree 152/2006 and subsequent amendments and integrations.

Upon request, the Supplier must provide the Company with adequate documentation attesting the correct execution of this process.

Without prejudice to the Supplier's commitment to comply with the provisions of the UNI CEI EN ISO 50001 standard "Energy management systems" and any other applicable law on energy saving, the Supplier acknowledges that the Company, in the context of the selection and evaluation of the supply, will take into account the energy consumption of the Products and/or Services that may have been the subject of each Purchase Order.

5 - Testing of Products and Services

The Company may at any time test the Products and/or Services supplied, including those tests aimed at monitoring the compliance of processes with quality assurance standards.

If the Purchase Order provides for a provision of Services and/or a delivery of Products over time, the Supplier shall provide the Company - as the case may be, on simple request of the latter or at the intervals indicated in the individual Purchase Order - with a detailed report of the activities carried out.

The testing of the Products and the final verification of the Services (testing and/or verification, "Testing") will be carried out within 15 (fifteen) days respectively from delivery of the Products or from completion of the Services' provision (unless otherwise specified in the Purchase Order).

The purpose of the Testing is to ascertain the compliance of the Products and Services with the technical characteristics indicated in the Purchase Order, in the documentation referred to therein or in other descriptive or supporting material, as well as with the various further indications provided in writing by the Company.

The Supplier acknowledges that, in the event of a negative outcome of the Testing, the Products shall be deemed not to have been delivered and the Services shall be deemed not to have been rendered; therefore, the Company shall have the right to apply any penalties provided for by the Purchase Order, to request the correct performance or termination of the Purchase Order, without prejudice to the right to compensation for any greater or additional damages.

6 - Warranty

The Supplier warrants that the Services will be performed in a workmanlike manner, with professionalism and in compliance with the SLAs (where provided for in the Purchase Order), free from defects and defects (even if not hidden) and will comply with the provisions of the Purchase Order and the related technical specifications, and will not cause any damage to the functionality of the hardware equipment and software programs of the Company and / or the End Customers. The warranty obligation shall remain in force for the entire period of effectiveness of the Purchase Order and for the 2 (two) years following the successful Testing, unless otherwise specified in the Purchase Order.

If the Purchase Order is for the supply of Products, the Supplier warrants to the Company that the Products will be free from defects and faults (even if not hidden) and will operate in accordance with the specifications indicated in the technical documentation or other descriptive or supporting material and in the Purchase Order.

In such a case, the warranty obligation shall last for 1 (one) year from the date of the successful Testing, unless otherwise stated in the Purchase Order.

In relation to both Services and Products, any defect, fault or malfunction must be notified to the Supplier in writing within 60 (sixty) days of its discovery, unless the defect is hidden or acknowledged by the Supplier. In the case of hidden defects or defects recognised by the Supplier, the Company shall not be obliged to report them.

The warranties referred to in this article are provided by the Supplier, also for the activity of a third party (so called *obbligazione per il fatto del terzo*), the Company remaining outside the relationship between the Supplier and any third parties, suppliers of materials and components used to manufacture the Products and / or for the provision of Services.

7 - Transfer of ownership - Licences for use

Ownership of the Products supplied and the risk of loss of the same shall pass to the Company or to the End Customer at the time of installation of the Products.

The Parties agree that the exclusive industrial and/or intellectual property rights in relation to what has been developed, integrated and/or customised in accordance with the specifications of the Company and/or the End Customer or in any case specifically in relation to a Purchase Order, as well as the know-how, manuals, documentation and all related material, shall be transferred or in any case remain with the Company from the moment of creation.

The Supplier, at the Company's request, upon expiry or termination of the Purchase Order for any reason, shall return or destroy copies of the above documentation and material and provide the Company with a written confirmation to that effect.

8 - Price

The price for the Products and/or Services is indicated in the Purchase Order.

The price is to be deemed as all-inclusive, invariable and independent of any contingency or unforeseen occurrence and the Supplier waives to claim any right to any other compensation or to adjustments or increases of the same, even in derogation of Articles 1467, 1660 and 1664 of the Civil Code.

9 - Invoicing and payments

The Supplier will invoice, on the basis of the Services actually rendered and/or the Products purchased and subject to prior approval for payment, consisting of a code which expresses the approval of the Services and/or Products received by the Company's Contact Manager ("Approval").

Payment shall be made within 180 (one hundred and eighty) days of the end of the month of the invoice date, or, in the case of a sub-contract, if the End Customer has not paid the Company the relevant price before then, within 20 (twenty) days of the date of receipt by the Company of such payment. Payment is also subject to compliance with all of the following conditions:

- presentation by the Supplier of a copy of the valid and unqualified *Documento Unico di Regolarità Contributiva* ("DURC");
- the invoices shall contain both of the order number and Approval provided by the Company.

For the purposes of invoicing, following the successful Testing, the Company will send the Supplier a written communication indicating the amount of the invoice to be issued, the order number and the Approval.

Invoices, unless otherwise notified by the Company, must be sent in their original form to the Company at the address indicated in the Purchase Order.

The bank certificate of the wire transfer on the bank account details indicated in the invoice will constitute, for purposes, discharge receipt. These bank account details must correspond with those communicated at the time of registration in the Company's register of suppliers, except for any changes that will have been notified at least with a prior 60 (sixty) days written notice.

In the event of non-payment or partial payment of such invoices, default interest shall be due only upon receipt by the Company of a formal notice of default, by registered letter with acknowledgment of receipt or certified electronic mail, provided that there is no dispute by the Company. The Parties agree that the interest rate to be used shall be that of the European Central Bank published in the Official Gazette of the Italian Republic pursuant to the

provisions of Article 5 of Legislative Decree no. 231 of 9 October 2002, in force for the six-month period in which payment is made to the Supplier, increased by three points.

The Company is entitled to offset the amounts due from the Supplier by way of penalties, if any other title, with the price due to the Supplier without the need for a prior warning or notice of default.

Without prejudice to any other right of the Company, the latter may suspend payment if as a result of any checks it reserves the right to carry out at any time, it finds that the Supplier has failed to fulfil its obligations under art. 10 below.

10 - Personnel

The Supplier, in relation to the supply of Products and/or Services, undertakes to make use of suitable personnel, in possession of the necessary skills for the workmanlike performance of the Purchase Order.

Where requested, the Supplier also undertakes to produce a list of the resources used to fulfil the obligations set out in each Purchase Order ("Personnel"), according to the specific indications provided by the Company, as well as a copy of the single workbook and any other information useful for verifying the correct management of the employment relationship.

In relation to the Personnel, the Supplier undertakes to comply with all the obligations deriving from the laws, contracts and regulations in force regarding work, social security, safety in the workplace, remuneration, accident prevention, social security and tax, as in force and bearing all costs and charges.

If the Purchase Order provides for the Services to be carried out at the Company and/or the End Client, the Supplier shall employ as Personnel only employees hired directly by the Supplier with an open-ended employment contract.

The Supplier also undertakes to apply to the Personnel regulatory and salary conditions not lower than those resulting from the applicable national collective labour agreements, signed by the unions that are comparatively more representative at national level.

The Parties mutually acknowledge that the above obligations will bind the Supplier even in the event that the Supplier is not a member, or no longer a member, of the associations that are members of the applicable national collective labour agreement.

The Supplier also undertakes to provide, at the request of the Company, the documentation proving the fulfilment of the aforesaid obligations.

The Supplier hereby undertakes to indemnify and hold harmless the Company from any claim made against it, for any reason, by the Personnel and/or the End Customer and/or any third party for failure to comply with the provisions of this article or, in any case, in relation to the performance of the obligations under the Purchase Order.

The Supplier undertakes to ensure that the Personnel comply with the procedures applied by the Company and/or, where applicable, by the End Customer in relation to access to - and use of - its own premises and everything located therein.

In particular, the Company, possibly the End Customer and the Supplier will be required to cooperate with each other to ensure the implementation of all necessary measures of prevention and protection from risks at work, in accordance with the provisions of Legislative Decree no. 81/2008, and its subsequent amendments and additions ("TUS"), with particular reference to art. 26 of said decree. The Company, possibly the End Customer and the Supplier will additionally be required, also by way of mutual exchange of information, to coordinate their respective interventions of protection and prevention from risks to which the Personnel is exposed, in order to eliminate the incidence of risk factors due to interference between the performances of Purchase Orders' activities carried out, in the same work environment, by different entities/individuals.

The Supplier undertakes to communicate to the Company and, if necessary, to the Final Customer, any information useful to comply with the measures provided in the aforementioned art. 26 of the TUS.

The Supplier is also required to provide its staff with a special identification card (badge) accompanied by a photograph, containing the personal details (name, surname and date of birth) of the employee and the indication of the employer. The Supplier's staff is required to display the card in the place where the activity covered by the Purchase Order is carried out.

11 - Confidentiality

The Supplier undertakes, on its own account and on behalf of the Personnel, to keep strictly confidential and not to disclose - and/or use in any way, for reasons not related to the supply of Products and/or Services - information, data and news concerning the Company and/or the End Customers, as well as any concept or know-how concerning, directly or indirectly, the work carried out or to be carried out, the organisation or the activity of the Company and/or the Final Customers of which it has become aware during the performance of the activities referred to in each Purchase Order, except in the case of information in the public domain or where there has been written authorisation from the person to whom such data, news or information relates.

In all cases where the Supplier is authorised in writing by the Company to transmit the information referred to in the preceding paragraph to third parties, the Supplier undertakes to have such third parties sign confidentiality agreements at least equivalent to those referred to in this article and to deliver a copy to the Company.

The obligations set forth in this article shall bind the Supplier for the entire duration of each Purchase Order and for the 5 (five) years following the termination, for whatever reason, of its validity.

12 - Supplier's additional obligations

The Supplier shall indemnify and hold harmless the Company from any action brought against it and/or the End Customers by third parties claiming industrial/intellectual property rights in the Products and/or Services provided.

Upon the occurrence of the foregoing, the Supplier may, with the written consent of the Company: in relation to the Products (a) make the appropriate changes or replace them with another product that does not infringe the rights of third parties; or (b) obtain the right to continue to use, without any additional charge to the Company and/or the End Customers, the Products; in relation to the Services, change the manner of provision of the Services or their characteristics if it fails to acquire the rights to use and exploit the intellectual property used for the provision of the Services, without prejudice to the Company's right to compensation for damages.

The Company shall be entitled to require the Supplier to deliver, together with the Purchase Order, a first demand bank guarantee to ensure the timely and exact fulfilment of the obligations arising from the Purchase Order. Said bank guarantee shall include the bank's waiver to the benefit from the prior enforcement of the principal debtor and the right to raise exceptions, of any kind, relating to the relationship under the Purchase Order.

The Supplier declares that it has adequate liability and professional liability insurance coverage, for conditions and ceilings in relation to its business.

13. Withdrawal and Termination

The Company may withdraw from each Purchase Order at any time by giving 30 (thirty) days prior written notice.

The Company may also withdraw from the Purchase Order, with immediate effect from receipt of the relevant written notice, in the following cases:

- transfer or lease of the business or branch of business by the Supplier; change in the control of the Supplier (or of its direct parent); change in the activity carried out by the Supplier or the branch of business which includes the performance of the activity referred to in the applicable Purchase Order;
- indictment of an employer of the Supplier in a top position or subject to the direction of others for crimes relevant under Legislative Decree 231/2001 or for any other hypothesis provided for by law;
- bankruptcy, composition with creditors, receivership, extraordinary administration and liquidation of the Supplier.

In the event of withdrawal by the Company, the Supplier shall only be entitled to receive payment of the prices accrued for the activities carried out up to the effective date of withdrawal, in derogation of Article 1671 of the Civil Code.

The Company may terminate each Purchase Order, pursuant to art. 1456 of the Civil Code, by giving written notice to the Supplier in the event:

- of breach by the Supplier of the representations and warranties given in art. 3;
- of breach by the Supplier of any of situations referred to in art. 3;
- of breach by the Supplier of the obligations under artt. 10, 11, 12, 15 and 16; or
- the total amount of any penalties provided for by the Purchase Order exceeds 30 (thirty) percent of the value of the same.

In any case, the Company shall be entitled to compensation for damages suffered as a result of the Supplier's breach of contract (in particular, in the event of a breach of the representations and warranties given pursuant to art. 3, letter c above, the damages will be quantified at least equal to the difference between the economic conditions applied to the Company and those of best favour that should have been applied).

Each Purchase Order shall be considered terminated in the event the contract with the End Customer (on the basis of which the Purchase Order has been issued) is null and void and/or any other cause affecting its validity and effectiveness.

14 - Severability

The rights and obligations set forth in artt. 6, 10, 11, 12, 15, 17 and 20 shall remain in force even after the date of termination, for whatever reason, of each of the Purchase Order.

In the event of termination, withdrawal or loss, for whatever reason, of the effectiveness of each Purchase Order, the Supplier hereby undertakes to provide the utmost cooperation, as well as to provide the Company with all the technical documentation and anything else necessary to ensure, without interruption, the taking over of the supply of the Products and the provision of the Services, without prejudice to any specific obligations provided for in each Purchase Order in relation to the transition, it being understood that the above is to be considered included in the consideration.

15 - Administrative liability and data processing (Legislative Decree 231/01, Legislative Decree 196/03 and EU Regulation 2016/679)

In carrying out the activities provided by the Purchase Order, the Supplier undertakes to comply and, therefore, if requested, to sign for acceptance, the rules contained in the ethics and conduct code included in the model of corporate liability adopted by the Company and available on the website www.almaviva.it. The Supplier declares to have carefully reviewed the above documents which are an integral and essential part of the Purchase Order.

The Parties acknowledge that they have informed each other orally about the processing of their personal data, to the extent necessary.

The Supplier undertakes to comply with the regulations regarding the protection of personal data (currently Legislative Decree 196/03 and EU Regulation 2016/679) and, if requested, to accept the appointment as (external) responsible for the processing of personal data by the Company and/or the End Customer undertaking to enter into the required deed according to art. 28 of EU Regulation 2016/679.

Upon request of the Company, the Supplier shall deliver documentation proving the fulfilment of the obligations regarding the protection of personal data and to allow audit by the Company. The contact details of the Company's Data Protection Officer are published on the Almaviva Group website (Legal notice).

16 - Assignment - Subcontract

The Supplier may not assign, in any form whatsoever, the Purchase Order or its rights or receivable arising from a Purchase Order, nor may the Supplier grant power of attorney for the collection of receivables, unless the Company has given its written consent. The Company shall be free to assign the Purchase Order to any company belonging to its group. The Supplier may not subcontract all or part of the activities provided the Purchase Order.

17 - Communications

Any communication, notice, notification or request relating to the Purchase Order shall be deemed to have been validly made only if made in writing and sent to the addresses indicated in the Purchase Order (as amended from time to time in accordance with this article) or available in the public registers, by registered letter with acknowledgment of receipt, or by certified e-mail to the attention of the Contact Manager. Should the Supplier be not provided by a certified email, the Purchase Order may be transmitted between the Company and the Supplier by fax.

18 - Amendments - Interpretation

Any amendments or waiver to the Purchase Order or to any of its clauses will only be valid and binding on the Parties if made in writing and signed by both Parties. No waiver of any provision of the Purchase Order or any right arising therefrom shall constitute a waiver of any other provision unless expressly stated in such waiver.

The provisions contained in the Purchase Order are the agreement reached by the Parties and supersede any prior agreement, negotiation, presentation or written or oral proposal.

In the event that one or more provisions of the Purchase Order is contrary to mandatory law, or otherwise declared void or voidable or unenforceable, the remaining provisions of the Purchase Order shall remain in force in order to preserve, as far as possible, the purpose and intention originally pursued by the Parties. The Parties shall replace any provision of the Purchase Order that is contrary to the law or otherwise declared null and void or that has become unenforceable with any other provision that is legally valid and which enables the Purchase Order to be given a content as close as possible to that which originally pursued by the Parties.

The Supplier acknowledges that this a translation of the GC for convenience and in case of conflict between the Italian version of the GC and the English version, the Italian version shall prevail.

19 - Special provisions

The Parties mutually acknowledge that, if the Purchase Order is governed by art. 118 of Legislative Decree 163/2006 and subsequent amendments and integrations or by art. 105 of Legislative Decree 50/2016 and subsequent amendments and integrations, the following provisions shall apply, in derogation of the preceding artt. 1, 8 e 9 of the GC:

- (a) the Supplier shall not incur any of the exclusion causes set forth in the Legislative Decree 163/2006 and article 80 of the Legislative Decree 50/2016, and applicable implementation rules, and shall meet all the requirements provided by the agreement in force with the End Customer and/or of the tender documentation in relation to the subcontracted Services;
- (b) the Purchase Order is subject to the condition precedent of the authorisation by the End Customer to subcontract to the Supplier the performance of the Services and/or the supply of the Products;
- (c) the prices chargeable for the Products and/or Services object of the subcontract shall be the unit prices provided by the agreement with the End Customer, with a discount not exceeding 20 (twenty) %, as detailed in the Purchase Order;
- (d) the payment term shall not exceed 20 (twenty) days from the date of the corresponding payment by the End Customer.

The Supplier, under penalty of nullity of the Purchase Order, undertakes all the obligations of traceability of financial flows as per article 3 of Law 13 August 2010, n. 136 and subsequent amendments. The Supplier undertakes to immediately notify the Final Customer of the breach of its counterparty's financial traceability obligations. In the event of subcontracting, the Company undertakes to send a copy of the Purchase Order to the Final Customer. The Supplier shall indicate the tender identification code (CIG) and (where available) the unique code of the procedure (CUP) indicated in the Purchase Order in the invoices referring to the Purchase Order.

20 - Jurisdiction

Any dispute out of or in connection with the Purchase Order, including those relating to its interpretation, execution and resolution, shall be finally and exclusively settled by the Court of Rome, with the exclusion of any alternative forum.