

Contractual Conditions

(i) Completion and duration of the Contract. Tacit renewal

These terms and conditions (hereinafter the "**Contract**") govern the contractual aspects of the relationship between the Supplier, InfoCert S.p.A., with registered office in Piazza Sallustio 9, 00187 - Rome (Italy), tax code and VAT no. 07945211006, and the customer, as identified at the end of this Contract (hereinafter, the "**Customer**"), for the performance of services relating to the "Organisation Validation" Website Authentication Certificate (hereinafter, the "**Services**"), as defined in attached data sheet 1.

For the provision of the Services and the execution of the activities covered by this Contract, InfoCert hereby specifies that it will use the company Global Sign, as sub-supplier (hereinafter "**Global Sign**" or "**Sub-supplier**").

The Contract is deemed completed when the Supplier, upon receipt of the order from the Customer, commences performance of the Services, subsequently notifying the Customer pursuant to Article 1327 of the Italian Civil Code.

The contractual relationship between the Customer and the Supplier shall cease to be effective upon completion of the Services in accordance with the contents of the data sheets.

The contract is valid for 12 months. Tacit renewal is excluded.

ii) Object

These contractual terms and conditions relate to the provision of the Services offered by InfoCert.

iii) Fees and payment methods

The Services are offered by InfoCert as set out in the price list annexed to this Contract (see Annex 2) (hereinafter, "**Price List**").

InfoCert reserves the right at any time to change the Price List at its own discretion, subject to giving the Customer 30 days' notice of the effective date of the new fees in the price list. If the Customer does not accept the new Price List, they may terminate the Contract by sending written notice to InfoCert by the date on which the new Price List takes effect.

Delay or failure to make payment, in whole or in part, of the sums due from the Client will automatically outcome in the application of interest provided for by Italian Legislative Decree 231/2002 to be calculated on the amount of overdue debt and up to settlement without the need for formal notice. Furthermore, non-payment, even in part, of an instalment will outcome in the operation of the acceleration clause for the Client pursuant to Article 1186 of the Italian Civil Code and in any amount due being payable immediately.

Delay or failure to make payment, in whole or in part, of the sums due from the Client will give InfoCert the right to suspend the provision of Services to the Client until payment of the amounts due and expenses accrued as an outcome of non-payment or late payment.

No objection raised by the Client regarding non-performance by InfoCert may result in the suspension of the payment of sums due.

iv) Method of performing the services (Global Sign)

The Supplier shall entrust the provision of the services to Global Sign.

v) Obligations of the Customer

As essential elements for the precise performance of the services, the Customer agrees to:

- a) Ensure the completeness and accuracy of the information and data to be provided.
- b) Pay the amounts that are due to the Supplier under the Contract within the terms specified.
- c) Adhere to the principles of fairness and good faith in the use and enjoyment of the Services.
- d) Use the Services in accordance with applicable laws, regulations and this Contract.
- e) Comply with the Global Sign terms and conditions available at the following link:
<https://www.globalsign.com/en/repository>

vi) Intellectual property rights

This Contract does not entail any assignment of intellectual property rights with respect to the software products, and the same goes for all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets and other intellectual property rights relating to the design, manufacture, use or servicing of such products.

vii) Liability

Without prejudice to the mandatory limits of the law and any specific remedies envisaged by other provisions of this Contract, the contractual and extra-contractual liability of the Supplier for the consequences – including those deriving from claims of third parties – suffered by the Customer and relating to the performance of obligations under the Contract is excluded except for those damages deriving directly from actions, omissions or conduct committed with malice or gross negligence or in breach of public policy.

Furthermore, any liability of the Supplier for indirect and consequential damage is expressly excluded, including but not limited to loss of profit, revenue, business, orders or customer data, moral or commercial damage, as well as any legal action brought against the Customer by third parties.

viii) Confidentiality

Unless otherwise required by laws or by Italian or foreign authorities or unless necessary for the performance of the Contract, the Parties undertake to maintain confidentiality on the content of the Contract including after the termination of the same for any reason.

The Client undertakes, during the period of the contract and after the termination of the Contract for any reason, to keep confidential the contents of the data, news, information, including those of third parties, Infocert's company know-how also related to the techniques of creation, presentation and delivery of the Services, of which they may become aware of in the performance of the Contract and undertaking to do so to this effect also as regards their assistants pursuant to Article 1381 of the Italian Civil Code. In case of breach of the obligation of confidentiality, even if the breach arises from an act of their assistants, the Client shall compensate InfoCert for any damages incurred.

The aforementioned confidentiality commitments do not extend to information that:

- Has become public knowledge prior to and irrespective of the conclusion of the Contract.

- Is published or disclosed after the conclusion of the contract, but not as a result of a breach of the Parties' confidentiality obligations.
- Is disclosed by third parties entitled to do so.
- The disclosure took place in fulfilment of legal obligations or as a result of court orders.

ix) Assignment of the Contract

The Contract may not be assigned by the Client without written consent from InfoCert.

InfoCert may assign the Contract to third parties by giving written notice to the Client. In this case, the Client may exercise the right of withdrawal within the next 30 (thirty) days, notifying InfoCert and the transferee in writing through PEC (Certified Email).

x) Termination

The Contract shall be terminated by law pursuant to Article 1456 of the Italian Civil Code if the Customer:

- Does not pay the fees.
- Behaves in a manner that conflicts with the InfoCert Code of Ethics or Organizational Model.
- Fails to fulfil even just one of the Customer's obligations under Art. v).
- Misuses the Services.

InfoCert reserves the right to suspend and/or terminate the provision of the Services in the event of misuse and/or abuse by the Customer pursuant to this Article.

Without prejudice to any other legal remedies and any other measures envisaged in this Contract, InfoCert may immediately suspend the provision of the Services and terminate the Contract in accordance with this section if the Customer misuses it as indicated in the preceding paragraphs, where necessary reporting the offence to the competent authorities.

In such cases the termination will be declared by InfoCert to the Customer by means of notice via PEC (Certified Email) and will be effective from the moment of receipt. This is without prejudice to InfoCert's right to receive the accrued fees and compensation for any damages and expenses incurred.

The entire Contract is subject to the termination condition arising from a situation where the Client is subject to insolvency proceedings or, if a natural person (e.g. a professional practitioner), legally incompetent or incapacitated. At the time of the fulfilment of this condition, the Contract will be deemed terminated pursuant to Article 1353 et seq. of the Italian Civil Code.

xi) Withdrawal of the Supplier

The Supplier may terminate the Contract by written notice sent to the Client by PEC (Certified Email) with a notice of 15 (fifteen) days if:

- (i) There are legislative changes affecting InfoCert's obligations, making the performance of the Contract excessively burdensome.
- (ii) There are variations in the costs or rates of InfoCert's suppliers or substitutes that render the performance of this Contract excessively burdensome.

In case of withdrawal, InfoCert will pay the Client any amount received in advance in relation to the Services that will not be performed.

xii) Processing of personal data

In its capacity as Data Controller, by signing this Contract the Customer appoints InfoCert as Data Processor pursuant to Article 28 of Regulation (EU) 2016/679 for the processing of personal data collected in the performance of contractual activities. The Customer also acknowledges and accepts that the conditions relating to the processing of personal data solely within the scope of the provision of the Services are available on the sub-supplier's website in the "Privacy and Data" section available at the following link <https://www.globalsign.com/en/repository>

Appointment of InfoCert as Data Processor pursuant to Art. 28 Regulation (EU) 2016/679:

The processing of personal data within the scope of the Services shall be carried out throughout the term of this Contract.

In light of the above, InfoCert agrees to

- Adopt the security measures required by applicable law, including those referred to in Article 32 of Regulation (EU) 2016/679.
- Comply with the obligations placed on the Data Processor by Article 28 of Regulation (EU) 2016/679.
- Assist the Data Controller in fulfilling its obligations under Regulation (EU) 2016/679 within the limits of its commitments under the Contract in order to ensure compliance with its obligations under Articles 32 to 36 of Regulation (EU) 2016/679, taking into account the nature of the processing and the information available to the Data Processor.
- At the Data Controller's option, delete and/or return the data processed upon cessation of the Contract, subject to any data retention obligations that may arise from European Union or Member State law.
- Provide written authorisation to the persons who will process personal data on behalf of the Customer to carry out only those processing operations strictly necessary for the proper provision of the Services, with a commitment to confidentiality and an indication of any instructions necessary for the execution of processing in compliance with Italian Legislative Decree 196/2003 and Regulation (EU) 679/2016.
- Comply with requests or measures of the Personal Data Protection Authority or other competent authority with respect to the processing of data for which InfoCert is responsible.
- Inform the Controller of any personal data breach it has become aware of without undue delay.

If the Customer submits written needs requiring a different processing with respect to what is set forth in the Contract, after assessing the regulatory compliance of the Customer's request, InfoCert shall inform the Customer in writing about the feasibility of the requested solution and the related costs by

means of a specific offer, possibly also reassessing the framework to be given to the relationship, also pursuant to Regulation (EU) 2016/679.

xiii) Code of Ethics and Model pursuant to Italian Legislative Decree 231/2001

The Client declares that they are aware of the adoption by InfoCert of a Code of Ethics and an Organisation, Management and Control Model (“Organisational Model”) pursuant to Italian Legislative Decree 231/2001 and that they have read it. The Code of Ethics and “231 Model” are available on the “231 Model and Code of Ethics” page on the website www.infocert.it.

In relations with InfoCert, the Customer agrees – also for their officers pursuant to Article 1381 of the Italian Civil Code – to respect the InfoCert Code of Ethics and the Organisational Model, to promptly report any conduct or circumstances in conflict with said Code of Ethics and Organisational Model to InfoCert’s Supervisory Body and to provide reasonable cooperation therewith, if required.

xiv) Domicile of parties and communications

For the purpose of the execution of this Contract, the Customer elects domicile at its registered office. InfoCert elects domicile at its registered office. Any change in domicile shall be disclosed to the other Party. Any notice between the Parties provided for in the Contract must be received: (i) with regard to the Customer by sending a message to the declared PEC certified email address; (ii) with regard to InfoCert to the PEC certified email address infocert@legalmail.it.

xv) Technical assistance

The Customer Support Service will be provided by InfoCert and will be operational from Monday to Friday from 8.30 am to 5.30 pm, excluding public holidays, at the following telephone number: 049 78 49 350.

xvi) Applicable law and jurisdiction

The law applicable to the Contract is exclusively Italian law.

The Parties agree that any dispute arising from the Contract, whether relating to its performance, interpretation or termination, shall be subject to the exclusive jurisdiction of the Justice of the Peace or the Court of Rome according to the distribution of competence by value envisaged in the Italian Code of Civil Procedure.

Attachments:

- 1) Data Sheet
- 2) Price List

For acceptance and confirmation of the above please provide the following information:

Customer/Name:

Registered Office/Residence:

Tax code:

VAT no.:

In the person of (name, surname and position held):

PEC certified email:

Email:

IBAN:

_____ : € _____

_____ : € _____

_____ : € _____

Total amount of the contract: €..... Plus VAT

Payment by cash order at 30, 60 days.

Prices are in euros and net of VAT.

Date Signature: _____

The Customer declares to have read and understood the contents of the Policy at the link <https://www.infocert.it/pdf/privacy-clienti-enterprise-partner.pdf>, on the www.infocert.it website.

Specifically, the Customer DECLARES to have received the policy on the processing of Data pursuant to Article 13 GDPR from the Joint Data Controllers.

The Customer CONSENTS to the processing of the Data so that the Joint Data Controllers can send commercial and/or promotional communications relating to their products/services or those of other companies in the Group that are not similar to those already purchased or in which an interest has been expressed.

Yes No

The Customer CONSENTS to the disclosure and/or transfer of the Data to other companies of the Group that will use them for their own commercial purposes as independent data controllers.

Yes No

The consent given may be withdrawn at any time by contacting the Joint Controllers at the addresses specified in §§ 1 and 2 of the policy.

Date Signature: _____

For acceptance of the vexatious clauses set out in this Contract: i) Completion and duration of the Contract. Tacit renewal; iii) Fees and payment methods; v) Obligations of the Customer; vii) Liability; ix) Assignment of the Contract; x) Termination; xi) Withdrawal of the Supplier; xiii) Code of Ethics and Model pursuant to Italian Legislative Decree 231/2001; xvi) Applicable law and jurisdiction.

Date Signature: _____