

GENERAL CONTRACTUAL CONDITIONS FOR SUPPLY OF GOODS

Mod. 1B-BTT-Rel. 022024

1. **SCOPE OF APPLICATION**

These general contractual conditions (hereinafter the "**General Conditions**") govern the relationship between the Supplier (as defined in the Purchase Order) and the Company (as defined in the Purchase Order, hereinafter "**Deloitte**") concerning the purchase, by Deloitte, of goods that will be provided by the Supplier (hereinafter the "**Supply**"), (with Deloitte and the Supplier hereinafter referred to jointly as the "**Parties**").

These General Conditions, along with the Purchase Order, the annexes and the documentation containing specific provisions concerning the Supply, as well as the Supplier's obligations, including those contained in the codes of conduct referred to in these General Conditions, are an integral and substantial part of the Order itself and, together, constitute the contract governing the relationship between the Parties (hereinafter the "**Contract**").

Any amendment of the Contract must be set forth in a deed signed by both Parties.

In the event of any inconsistency between the General Conditions and the Purchase Order, the former will prevail, unless an express derogation thereto is agreed by the Parties. In the event of any inconsistency between the documentation containing specific provisions concerning the Supply, the annexes and the Purchase Order, the latter will prevail.

By accepting these General Conditions, the Supplier waives the application of its own conditions, both general and specific, if any, for the provision of services, which must be considered ineffective between the Parties.

2. **ACCEPTANCE OF THE PURCHASE ORDER**

The Purchase Order will become binding for the Parties once accepted by the Supplier by means of a written notice to be sent to Deloitte, in accordance with the provisions laid down in article 3 below, within the deadline indicated on the Purchase Order. Once this deadline has expired, the Purchase Order will be considered cancelled.

In case a deadline for acceptance is not provided, the Purchase Order may be cancelled at any time by Deloitte.

By accepting the Purchase Order, the Supplier undertakes to carry out the Supply in accordance with the relevant provisions in the Contract.

Any requests for amendments following the acceptance of the Order shall be notified in writing by the Supplier to Deloitte prior to the beginning of the execution of the Contract and Deloitte shall provide a written acceptance of such amendments, in order for them to be effective. In the event that the execution of the Contract takes place before the acceptance of the amendments by Deloitte, the Contract will be considered entered into under the conditions originally agreed between the Parties.

3. **COMMUNICATIONS**

Communications between the Parties must be made in writing to the correspondence addresses and according to the procedures set out in the Purchase Order.

The Parties hereby undertake to provide prompt notification of any changes.

4. **PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND RECEIVABLES**

The Supplier is expressly prohibited from assigning the Contract to third parties, even partially, without express, prior written consent from Deloitte.

In addition, the Supplier is expressly prohibited from assigning receivables deriving from the Contract without express, prior written consent from Deloitte.

5. **DELIVERY ADDRESS AND TIMES**

The Supply covered by the Contract must be delivered to the address set out by Deloitte on the Purchase Order, by and at the expense of the Supplier.

The delivery times indicated in the Purchase Order by Deloitte shall be deemed essential, pursuant to Article 1457 of the Italian Civil Code, and expressly accepted and known by the Supplier.

Any delays in delivery which can be foreseen by the Supplier, must be promptly disclosed to Deloitte Procurement Department, in writing, and the Supplier will have to communicate to Deloitte the expected new terms of delivery. In this case, Deloitte will be entitled to accept the amendment of the term of delivery of the Supply, by means of written notice, or to terminate the Contract by law due to breach of the Contract by the Supplier, with right to demand compensation for damages.

In any case, the Supplier will be considered liable for all the consequences arising from the delayed execution of the delivery.

6. **FORCE MAJEURE**

The delivery deadlines may be extended should it occur an event of force majeure such as, purely by way of example, earthquakes, fires, epidemics, flooding (hereinafter "**Force Majeure**"), which make delivery impossible or result in an incorrect fulfilment of the Purchase Order for reasons outside of the control of the Supplier.

In any case, should a Force Majeure event occur, that might cause a delay with regard to the agreed delivery deadlines, the Supplier must notify Deloitte immediately in writing.

The Supplier shall be obliged to take immediate action for the performance of the services covered by the Contract as soon as the case of Force Majeure has ceased to exist.

Should the Force Majeure event cause a delay of the delivery of over 30 (thirty) days, Deloitte will be entitled to terminate the Contract, by means of a notification sent by registered letter with acknowledgement of receipt or certified e-mail.

7. **CHECKING THE SUPPLY**

Acceptance of the Supply is subject to an assessment of the compliance with the requirements, the quantity and the quality set out on the Deloitte Purchase Order.

The Supply must be delivered according to the instructions specifically indicated on the Deloitte Purchase Order, with Deloitte reserving the right to conduct quantitative and qualitative controls on the goods; the Supply will be considered definitively accepted only after the successful completion of the controls by Deloitte.

If the controls have a negative outcome, the Supply shall be refused or returned at the expense of the Supplier.

8. **PRICES**

The prices are definitively set out by the Parties in the Contract and should be considered inclusive of all elements and burdens related to the Supply.

9. **INVOICES AND TERMS OF PAYMENT**

Invoices must be sent, preferably in electronic format, to ifatturepassupp@Deloitte.it, or in paper format, to: Deloitte Italy S.p.A., Ufficio Ciclo Passivo, Via Tortona 33, Milano.

The Code of the Recipient to be used for the electronic invoice is: **UV5W5WD**.

In the invoice, the Supplier must indicate the name of the person requesting the goods and the code of the Job/Project (if applicable) to which the expense will be charged.

Invoices shall contain the purchase order number issued by Deloitte. Deloitte will be authorised to reject any invoice that has an earlier date than the one of the order. Such invoices shall be cancelled by the Supplier through a credit note and replaced by invoices with correct date.

In addition, invoices must contain the following statement: "*The bank account details to be used for payment are indicated; the payment must be made exclusively by bank transfer*". The payment will be made by Deloitte by bank transfer to the bank account of the Supplier within the payment terms set out in the Order.

The Supplier is required to inform Deloitte promptly of any change to its contact and tax registration details, including, but not limited to: VAT Registration number, address, corporate name or changes to the ownership structure. Failure to submit such details will result in suspension of the payment of any invoice containing details which are not up to date with those communicated to Deloitte.

10. SOCIAL RESPONSIBILITY AND EQUALITY PRINCIPLES APPLICABLE TO THE SUPPLIER

The Supplier declares to be aware of and to agree with the SA 8000 ethical principles internationally established on human and workers' rights. The Supplier will refrain to behave in any way contrary to such principles while performing the obligations towards Deloitte under this Contract.

More specifically, in compliance with the aforementioned principles established by SA 8000 Standard, the Supplier undertakes to:

- a) adhere to the Code of Conduct for Suppliers, stating to have read and understood it, on the website www.Deloitte.com/codiceetico;
- b) respect the fundamental principles established by the Universal Declaration of Human Rights and the conventions of the International Labour Organization (ILO) with respect for human rights and working conditions;
- c) condemn all forms and types of child labour and not to use or support in any way the employment of children under 18 years of age, as well as all forms and types of forced and compulsory labour, not using neither or supporting them;
- d) ensure a safe and healthy workplace, by taking effective measures to prevent potential accidents, injuries or illnesses that may occur as a result of, in connection with, or during the performance of work;
- e) respect the right of workers to associate and join trade unions;
- f) not use neither support any form of discrimination in recruitment, remuneration, access to training, promotion, termination of employment or retirement, on the basis of gender, national, territorial or social origin, religion, disability, sexual orientation or any other condition that could give rise to direct or indirect discrimination;
- g) treat all personnel with dignity and respect, not using or supporting disciplinary practices such as verbal abuse, physical or mental coercion;
- h) comply with applicable laws, industry and market standards and other agreements in place regarding working hours, rest periods and holidays;
- i) respect the right of workers to a decent wage, fulfilling the contracts entered into;
- j) promote diversity, equity, and inclusion among the workforce.

The Supplier declares to comply with all the commitments listed above and undertakes to give to Deloitte information on its activities and initiatives, including their results, even for what concerns environmental, social and governance fields; the Supplier also undertakes to ensure that the obligations listed above between letter a) to j) are also complied with by its subcontractors/sub-supplier and/or partners.

The Supplier also confirms its willingness to organize annual remote meetings with Deloitte representatives with the aim of discussing activities and initiatives, including their results, with reference to the abovementioned clauses.

Deloitte promotes internally, at every level and in every field, a culture that respects and values diversity, that highlights individual ideas, perspectives, experience and skills, so that all people can feel safe and free to develop their talents and express themselves. The requirements for the presentation, organization and performance of the Services must comply with the principles of non-discrimination, respect, equity and inclusion, in order to guarantee best inclusive and fair treatment to all parties involved in the supply of the Services, in relation to the Services offered.

The Supplier declares to be aware of and to comply with anti-discrimination legislation in force from time to time and applicable to the case at issue (by way of example, but not limited to, Legislative Decree No. 286/1998, Legislative Decree No. 151/2001, Legislative Decree No. 215/2003, Legislative Decree No. 216/2003, Law No. 67/2006 and Legislative Decree No. 198/2006), both with regard to its personnel and in relations with Deloitte and/or other third parties, that may also occur in the context of the Services provided under the Contract.

The possible violation of the principles referred to in the previous paragraphs, with particular reference also to the obligations referred to in letters a) to j) of the previous paragraph, as well as of the declarations referred to in this Article 9 and related sub-paragraphs will result in a breach of the Contract and therefore Deloitte shall be entitled to terminate this Contract in accordance with article 1456 of the Italian Civil Code; it is understood that Deloitte shall claim the damages eventually suffered due to such breach.

11. ANTI-CORRUPTION FULFILMENTS

Under this Contract, the Supplier undertakes, on behalf of itself and of any person or entity acting in its name and on its behalf for any reason, to comply with all applicable Italian and/or foreign laws (e.g. U.S. Foreign Corrupt Practices Act ("FCPA") and United Kingdom Bribery Act ("UKBA")) and with regulations concerning the application of preventive measures against corruption applicable to the Parties, (hereafter jointly "**Anti-Corruption Laws**").

The Supplier undertakes to ensure that its shareholders, legal representatives, executives, employees, agents and, in any case, each person or entity acting in the name and on behalf of the same, will understand and comply with all of the obligations set forth in this article and therefore it undertakes to promptly notify in writing to Deloitte any event or circumstance as a result of which the obligations above mentioned are no longer valid and fulfilled.

In case of any investigation started by the judicial authority or by any other supervisory authority aimed at ascertaining the breach of Anti-Corruption Laws involving the Supplier, Deloitte shall have the right to withdraw from this Contract upon written notice to be sent by registered mail or equivalent communication with 15 (fifteen) days notice.

Pursuant to article 1456 of Italian Civil Code, this Contract shall be considered automatically terminated, in case of breach of Anti-corruption Laws by the Supplier, definitively ascertained by judicial authority or by any other supervisory authority.

Deloitte has therefore the right to review and modify this article as a consequence of Anti-Corruption Laws amendments by giving notice to the Supplier, that undertakes to accept the amendments made in compliance with this article.

Deloitte has the right to carry out an audit in order to monitor the compliance of the Supplier with all of the obligations set forth in this article. The Supplier undertakes to cooperate, providing all the requested documentation and other information to Deloitte.

12. ENVIRONMENTAL SUSTAINABILITY

Deloitte is a member firm of the international network of Deloitte Touche Tohmatsu Limited, which consists of several and independent entities operating under the names "Deloitte", "Deloitte & Touche", "Deloitte Touche Tohmatsu Limited" or other related names ("Deloitte Network"), within which there is full awareness of its responsibility as well as its potential and role as a driver of positive change. In this context, the WorldClimate strategy has been developed, through which the environmental and climate commitment of the Deloitte Network and, therefore, of Deloitte itself, is declined, with the aim of reducing its impact on the planet.

In view of the above, the Supplier is invited to acknowledge Deloitte's commitment to sustainability, as described above, by declaring that it shares its principles and aims.

13. CONFIDENTIALITY OBLIGATION

The Supplier shall undertake, including for its business partners and/or employees and/or consultants and/or assistants, not to disclose to third parties and to maintain the strict confidentiality, for the entire duration of the Contract, and, in any case, for ten years following the expiration or termination of the Contract, on information, information, whether relating to Deloitte or to third parties, as well as information relating to the Contract, of which it has become aware in the performance of the Contract (hereinafter the "**Confidential Information**").

The Confidential Information will be used by the Supplier only to the extent strictly necessary for the performance of the Contract. The Supplier shall not issue press releases or declarations to third parties concerning the existence, object and/or terms of the Contract, without prior written consent from Deloitte.

Without limiting the liability of the Supplier, Deloitte may request a declaration of commitment to confidentiality, in accordance with the contents of this article, and the Supplier shall ensure it will be signed by all persons (business partner and/or employee and/or consultant and/or assistant) providing the goods and services under this Contract.

This obligation shall not apply to data or information that the Supplier can prove have been or have become public knowledge, not in breach of this obligation of confidentiality or of further obligations of confidentiality towards third parties.

14. INTELLECTUAL PROPERTY RIGHTS and DELOITTE TRADEMARK

The ownership of any industrial and intellectual property right over the written information provided by Deloitte to the Supplier and all copies, reproductions or parts thereof, along with any physical object that forms part thereof, is and will remain the exclusive property of Deloitte.

The Supplier shall undertake to return to Deloitte anything owned by it at the expiration or termination of the Contract, or in an earlier time when its use is no longer required for the performance of the Contract.

The Supplier represents and warrants that the information transmitted to Deloitte during the performance of the Contract is not subject to restrictions on use or disclosure and the transmission to Deloitte does not violate any rights of third parties.

The Contract does not grant the Supplier the right to use the trademarks and any distinctive signs referable to Deloitte, the use of which is therefore prohibited without Deloitte's prior written authorization.

15. ADMINISTRATIVE LIABILITY OF ENTITIES

Deloitte has approved and adopted the Organizational, Management and Control Model in compliance with Law no. 231 as of June 8, 2001 (hereinafter, "Law 231/2001") and its own Ethical Code which sets out the ethical principles to which it conforms and which it requires the strictest compliance with by all those who - for whatever reason - collaborate with it in the pursuit of its objectives.

The Supplier hereby declares that it is familiar with the regulations laid down in Law 231/2001 and that it has read the Deloitte Code of Conduct, which can be found on the website www.Deloitte.com/codiceetico.

The Supplier agrees with the principles contained in such Code of Conduct and, therefore, it will refrain to behave in any way contrary to such principles while performing the obligations towards Deloitte.

The possible violation of these ethical principles will result in a breach of this Contract and therefore Deloitte shall be entitled to terminate this Contract in accordance with article 1456 of the Italian Civil Code; it is understood that Deloitte is entitled to claim the compensation for the damages suffered in consequence of such breach.

16. CORPORATE INFORMATION AND INDEPENDENCE OF DELOITTE ENTITIES

The Supplier shall undertake to inform Deloitte of any changes in its ownership structure that may arise during the course of the Contract, as soon as it becomes aware of them.

In the event that Deloitte informs the Supplier of having detected and/or identified circumstances that may compromise the independence of an entity forming part of the Deloitte network in accordance with the legislation, regulations and guidelines applicable in the case and connected with the subjective situation of the Supplier and its business partners as deduced from the information above, the Supplier hereby accepts that Deloitte may withdraw from the Contract with immediate effect, from the date of receipt of the notification, to be formalised by registered letter or certified email; this shall not give rise to any right to indemnification or compensation towards the Supplier, nor will Deloitte be obliged to pay to the Supplier any amount under any circumstances, with the exception of the consideration owed for services already supplied.

17. PERSONAL DATA PROTECTION

In this Article, "Personal data protection legislation" means: (i) EU General Data Protection Regulation EU 2016/679 with regard to the processing of personal data and the free movement of such data ("Regulation"); and (ii) any further applicable laws, acts having the force of law and/or regulations on the protection of personal data, including any measures issued by the Supervisory Authority where applicable, as well as any codes of conduct.

The terms listed below shall have the meaning ascribed to them in this Article and in the Personal data protection legislation:

- **"personal data"**: any information concerning an identified or identifiable natural person. The personal data that Deloitte and the Supplier respectively may process are common data such as personal and contact data (e.g., first name, last name, telephone number, e-mail address, tax code);
- **"Data Subject"**: an identified or identifiable natural person. For the establishment of the legal relations governed by the Contract, the Data Subjects whose personal data are processed by the Parties are their respective employees and/or collaborators involved in the negotiation phases of the Contract;
- **"Data Controller"**: a natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the data controller or the specific criteria for its nomination may be provided for by Union or Member State law;
- **"processing"**: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The Parties, as Data Controllers, undertake to process the personal data of the employees and/or collaborators of each Party in their possession for the establishment of the legal relations governed by the Contract. Such data shall be processed exclusively for the purposes strictly related to the management of the negotiation phases of the Contract and in any case in compliance with the Personal data protection legislation.

The Parties, as Data Controllers, have the right to communicate and transmit personal data to each other in the context of the negotiation phases of the Contract on the basis of an appropriate precondition of legitimacy, according to the provisions of the Personal data protection legislation.

The Parties undertake to implement technical and organisational measures in compliance with regulatory requirements, in particular pursuant to Article 32 of the Regulation, in order to ensure a level of security appropriate to the risk associated with the personal data processing performed.

The Parties agree that, in case of collection of personal data from the Data Subject, they undertake to provide the Data Subject with the information specified in Article 13 of the Regulation when each of them respectively collects his/her personal data. Where such collection takes place from third parties, the Parties undertake to provide the Data Subject with the information specified in Article 14 of the Regulation when they respectively collect his/her personal data.

18. PRIVACY NOTICE PURSUANT TO REGULATION (EU) 2016/679

Deloitte informs that it will process personal data of natural persons acting on behalf of the Supplier (such as name, surname, fax, email, and phone number) acquired in the context of negotiations, of the drafting of the Contract and in the execution and managing of the business relationship.

These data will be processed using electronic and non-electronic means, and will be kept for the time necessary to perform the contractual activities, in addition to the further period of time provided by civil, fiscal and tax obligations in force. The data will be processed for the following purposes:

- a) fulfilment of contractual obligations;
- b) fulfilment of legal and regulatory obligations (including obligations arising from the application of anti-money laundering legislation).

The legal bases for the processing are the performance of contractual and legal obligations.

Furthermore, persons in charge of invoicing, accounting, administrative services, compliance with anti-money laundering, anti-corruption regulations and for independence checks may access the personal data as persons authorized to process such data.

Deloitte informs that provision of personal data for the fulfilment of the purposes (a) and (b) is necessary as strictly functional to the performance of the activities in question and the fulfilment of legal and regulatory obligations; otherwise, it will not be possible to fulfil the contractual and legal obligations.

The data may be communicated, for specific purposes, to:

- 1) public authorities (including courts), in order to carry out their duties within the limits set by law or regulations;
- 2) third parties engaged by Deloitte, in order to fulfil contractual and legal obligations (such as banks, credit institutions, insurance companies, companies for management of administrative services, couriers, forwarders, accounting, legal and tax consultants);
- 3) subjects authorised by Deloitte to carry out the activities or part of the tasks related to the provision of contractual activities;
- 4) companies in the Deloitte network, for the performance of activities of internal administration, instrumental to, connected with or in support of those of Deloitte.

These entities/third parties may be located outside the EEA. In such cases, Deloitte undertakes that the data transfer will be carried out to those extra EEA countries deemed as appropriate based on a decision of the European Commission; otherwise, Deloitte ensures the existence of adequate guarantees for the data transfer, including the adoption of standard contractual clauses for the transfer of personal data.

The data is communicated to third parties subject to appropriate appointment as Data Processors or, if different, after recognising their role as autonomous Data Controllers.

The natural person to whom the processed personal data refer may exercise the rights provided by Regulation (EU) 2016/679 and by the applicable national legislation, set out below:

- obtain confirmation as to whether or not their personal data is being processed, access their content and obtain information on the purposes of the processing (right of access);
- update, modify and/or correct their personal data (right of rectification);
- request the deletion or restriction of data processed in violation of the law, including data whose storage is not necessary in relation to the purposes for which the data were collected or otherwise processed (right to erasure and right to restriction);
- object to the processing (right to object);
- receive, in the cases provided for by law, a copy of the personal data provided to Deloitte in a structured, commonly used and machine-readable format, and request that such data be transmitted to another data controller (right to data portability).

To exercise the above rights, you may contact Deloitte's Data Protection Officer at the following e-mail address: dataprotectionofficer@deloitte.it.

You may also lodge a complaint with the Supervisory Authority or appeal to the judicial authorities if you believe that there has been a breach of the legislation on the protection of personal data.

The Data Controller is Deloitte, whose contact details and company data are those indicated in the Contract.

19. GOVERNING LAW AND JURISDICTION

The Contract, as well as the rights and obligations of the Parties deriving from it, are governed by Italian law.

The Court of Milan will have exclusive jurisdiction over all disputes

Place and date, _____

For acceptance _____

Stamp and signature of the Supplier

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Supplier hereby declares that it has read and understood the following clauses (marking its acknowledgement by signing each separately): art. 1 - Scope of application, art. 2 - Acceptance of the Purchase Order, art. 4 - Prohibition of assignment of the Contract and receivables, art. 5 - Delivery address and times, art. 6 - Force Majeure, art. 11 - Anti-corruption fulfilments, art. 13 - Confidentiality obligation, art. 15 - Administrative liability of entities, art. 16 - Corporate information and independence of Deloitte Entities, art.19 -Governing law and jurisdiction.

Place and date, _____

For acceptance _____

Stamp and signature of the Supplier