

GENERAL CONTRACTUAL CONDITIONS FOR SUPPLY OF GOODS AND PROVISION OF SERVICES

Mod. 5B-BSTR-Rel. 02/2024

1. **SCOPE OF APPLICATION**

These general contractual conditions (hereinafter the "**General Conditions**") govern the relationship between the Supplier (as defined in the Order) and the Client Company (as defined in the Order, hereinafter "**Deloitte**") concerning the supply of goods (hereinafter the "**Supply**") and the provision of services for the installation and/or laying of the goods object of the Supply (hereinafter the "**Installation**") by the Supplier to Deloitte (Deloitte and the Supplier are referred to jointly below as the "**Parties**").

These General Conditions, along with the Order, the annexes and the documentation containing specific provisions concerning the Supply and the Installation, 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 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 and the Installation, the annexes and the 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 supply and installation of the goods, which must be considered ineffective between the Parties.

2. **ACCEPTANCE OF THE ORDER**

The 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 Order. Once this deadline has expired, the 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 Order, the Supplier undertakes to perform the Supply and the Installation 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 at 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 Order. The Parties hereby undertake to provide prompt notification of any changes.

4. **CONSIDERATION**

The consideration for the Supply and Installation covered by the Contract is the amount set forth in the Order under "Total Order" (hereinafter the "**Consideration**").

The Consideration is all-inclusive and comprises all elements, costs, burdens and anything else necessary for the correct performance of the Contract by the Supplier, including costs for the fulfilment of legal requirements on health and safety in the workplace, if any, which will be expressly communicated by and at the expense of the Supplier and included in the Order.

5. **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/services 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 authorized 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.

6. **PLACE, TERMS AND METHODS OF DELIVERY AND INSTALLATION OF THE SUPPLY**

The Supply covered by the Contract must be delivered and the Installation must be performed, by and at the expense of the Supplier, at the address and places set out by Deloitte in the Order.

The terms of delivery and Installation of the Supply set out by Deloitte in the Order shall be deemed essential, pursuant to Article 1457 of the Italian Civil Code, and expressly accepted and known by the Supplier.

Any delays in the delivery and/or Installation of the Supply, 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 and/or Installation. In this case, Deloitte will be entitled to accept the amendment of the term of delivery and/or Installation 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 and/or Installation of the Supply.

With regards to the activity of Installation of the Supply, the Supplier undertakes to organise, manage and perform the services under this Contract in a workmanlike manner, in full autonomy and with organisational and operational responsibility, with its own personnel, materials and resources, as well as in observance of legislation and regulations in force.

In the performance of the Contract, the Supplier undertakes to:

- a) comply with law provisions and observe all regulations, rules and prescriptions of the competent authorities applicable to the Contract;
- b) be accountable for the proper fulfilment of its legal, tax and contractual obligations, also with regards to any of its suppliers and sub-contractors.

7. **CHECKING AND INSTALLING THE SUPPLY**

The goods subject to the Supply and Installation must be compliant with the specifications laid out in the Order by Deloitte, with the latter reserving the right to conduct quantitative and qualitative controls on the goods covered by the Supply, as well as controls on the proper Installation of such goods, with the Supply being deemed 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 and any costs of Installation and uninstallation incurred by the Supplier shall be borne by the Supplier, who does not have the right to the payment of the Consideration, nor of any amount for any reason whatsoever, nor indemnities, without prejudice to Deloitte's right to compensation for damages.

8. **SUPPLIER WARRANTY**

The Supplier undertakes to provide Deloitte with a warranty for defects and non-conformities relating to the Supply and the Installation for a period of two years from the date of acceptance.

During the warranty period, the Supplier undertakes under its own responsibility and at its own expense to perform all activities necessary to eliminate the defects and non-conformities and to restore the proper functioning of the Supply.

As an alternative to the above, Deloitte shall be entitled to ask for the Consideration to be proportionately decreased, without prejudice to compensation for damages in the case of negligence of the Supplier.
It is agreed that if the defects or non-conformities of the goods covered by the Supply and Installation are such to make them fully unsuitable for their intended use, Deloitte may request the termination of the Contract.

9. 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/codiceteico;
- 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.

10. SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES ARISING FROM EMPLOYMENT RELATIONSHIPS

In the performance of the Services, the Supplier must use suitably qualified and/or specialized personnel regularly hired in accordance with the provisions of the law in force or with whom it has a regular employment and/or collaboration or self employment relationships (hereinafter the "**Workers**"), in compliance with the legislation in force and applicable and applied collective bargaining agreements, as well as the SA 8000 ethical principles internationally established on human and workers' rights (also with reference to those set out in the list from -a.- to -j.- referred to in the previous article) and the principles of non-discrimination, respect, equity and inclusion of all diversities, established by the ISO 30415 Standard.

In the event of subcontracting/sub-supply and/or partnerships, or in the event that in any case the Supplier makes use, performing the obligations undertaken with the signing of the Contract, of any kind of employees of third parties, the Supplier undertakes to ensure that the subcontractors/sub-suppliers and/or partners and/or other subjects involved in the Services execution also comply with the abovementioned provisions and with the contents of this Article 10, also with reference to their workers, employees, collaborators and/or auxiliaries.

The Workers, as employees and/or collaborators of the Supplier, shall depend solely and exclusively on the Supplier and they will be coordinated, organized and directed solely and exclusively by this latter, or, in the case of subcontracting/sub-supply and/or partnerships, their workers, collaborators and/or auxiliaries shall depend on and be coordinated, organized and directed solely and exclusively by the relevant employer/principal (i.e. the subcontractors/sub-suppliers and/or partners) with the exclusion of any management, disciplinary and control powers by Deloitte.

The Supplier, in addition to the specific obligations set out in the Contract, also undertakes to organize, manage and perform the Services entrusted to it with its own personnel, materials and means in compliance with the laws and regulations in force.

With regards to the Workers, the Supplier undertakes to:

- a) comply with the obligations deriving from applicable laws, regulations and contractual provisions concerning labour law, social security, insurance, health and safety in the workplace and accident prevention, bearing all the related costs, and ensure that these measures are applied to Workers;
- b) adopt health and safety measures aimed at preventing work risks, with particular reference to the rules laid down in Italian Legislative Decree 81/2008, and to ensure such measures are applied by the Workers;
- c) apply to the Workers normative and salary conditions which are not inferior to those set forth in the relevant collective employment agreements applicable to the reference category;
- d) provide the Workers and the competent public authorities with all compensation, tax, insurance, social security and contribution payments applicable to the work relationship;
- e) notify Deloitte by the beginning of the activities of the personnel assigned to the Services and, in any case, to the activities referred to in the Contract with the role of so-called "preposto" (according to Legislative Decree No. 81/2008) and this also with reference to any subcontractor/sub-supplier.

Furthermore, the Supplier undertakes to ensure that the obligations listed in letters a) to e) above are also complied with by its subcontractors/sub-suppliers and/or partners, with reference to workers, collaborators and/or auxiliaries at their service.

The Supplier declares to be aware of the specific H&S risks of the environment and of the prevention and emergency measures to be adopted in relation to its business, committing itself to comply with the obligations of cooperation and updating/training provided for by law even during the execution of the Contract, including the timely reporting to Deloitte of any change in any risk.

The Supplier, upon request from Deloitte and within the deadline indicated by the latter, undertakes to submit all the documentation proving its compliance with the obligations laid down in this article, as well as documentation attesting the disclosure of the employed Workers to the competent social security bodies and payment of social security, pension and insurance contributions (also with reference to subcontractors/sub-suppliers and/or partners and their workers, collaborators and/or auxiliaries).

In addition, Deloitte may at any time request the Supplier to receive evidence and/or to verify, through its delegate, the adoption by the latter and its subcontractors/sub-suppliers and/or partners of all general measures for the protection of health and safety in the workplace. The Supplier also undertakes to make available to Deloitte all the documentation in its possession, which certifies the technical and professional suitability of the Supplier itself and/or of the chosen self-employed workers in relation to the hazardousness of the activities and/or services entrusted, also with reference to subcontractors/sub-suppliers and/or partners.

In order to verify the progress of the Services supplied, the identification of potential issues which may arise during the execution of the Contract and the general coordination of the activities and resources, the Supplier has designated its service manager, who will cover this role until otherwise designated in writing; he/she will also act as a point of contact/focal point for Deloitte and as an intermediary for the proper execution of the Services, also with reference to any subcontractors/sub-suppliers. Similarly, Deloitte has appointed its service manager, who will serve in this role and will also act as a point of contact/focal point for the Supplier until otherwise designated in writing. The respective Service Managers will be able to talk to each other about escalation issues on service levels and for their monitoring. The Parties shall communicate in writing the names of the abovementioned managers and shall be free at any time to replace their respective contact persons by giving written notice to the other Party.

In any case, except, with reference to the DURC only, in the event that the Supplier has already complied pursuant to the following paragraph, by signing the Contract and along with each invoice, the Supplier undertakes to provide a copy of the following documents:

- a) the valid D.U.R.C. ("Documento Unico di Regolarità Contributiva", i.e. the certificate of regular payment of social security contributions);
- b) self-certification of regular payment of wages and any other consideration due to their Workers.

Without prejudice to the provisions of the previous paragraph, for the entire duration of the Contract, after the expiry of the validity of the first DURC attached to this Contract, the Supplier shall be obliged to submit a new valid DURC within 5 days of the expiry of the previous one together with the self-certification.

The Supplier also undertakes to notify Deloitte in writing of any disputes/irregularities in tax and social security matters no later than 3 days after receipt of any assessment and/or complaint.

The Parties declare that they are aware of the legislation pursuant to art. 17-bis of Legislative Decree 241/1997, introduced by Law Decree 124/2019 converted, with amendments, by Law 157/2019 to combat the omitted or insufficient payment of withholding taxes, also by means of undue compensation, under contracting agreements, subcontracts, outsourcing to consortium members or contractual relationships, however denominated, characterized by the prevalent use of manpower at the business premises of the client and with the use of capital goods owned by the latter or linked to it in whatever way, of the total value of more than € 200,000.00 (two hundred thousand/00).

In the event the conditions for the application of the regulations set out in the previous paragraph are met during the course of the Contract, the Parties agree that, along with each invoice, the Supplier shall also provide Deloitte with the valid Certificate of Fiscal Regularity (Documento Unico di Regolarità Fiscale - D.U.R.F.).

In case the D.U.R.F. is not available, the Supplier undertakes to provide Deloitte, within 5 working days from the deadline of the payment due pursuant to article 18, paragraph 1, of Legislative Decree 241/1997, with the following documents:

- a) a copy of the delegations of payment of the withholding taxes pursuant to Articles 23 and 24 of Presidential Decree no. 600 of 1973, Article 50, paragraph 4, of Legislative Decree no. 446 of 1997 and Article 1, paragraph 5, of Legislative Decree no. 360 of 1998, withheld by the Supplier from the Workers directly employed in the execution of the Contract;
- b) a list of the names of all the Workers, identified by means of tax code, employed in the previous month directly in the execution of the works or services entrusted by Deloitte, with details of the hours worked by each recipient in the performance of the work or service entrusted, the amount of the remuneration paid to each Worker in connection with such performance and details of the tax withholdings made in the previous month in respect of such Worker, with separate indication of those relating to the service entrusted by Deloitte.

Also if, during the course of the Contract, the conditions for the application of the legislation in question are met, Deloitte reserves the right to suspend the payment of the Consideration, up to the amount of 20% thereof, or for an amount equal to that of the unpaid withholding tax on the basis of the data resulting from the documentation provided, in case the Supplier has not delivered the D.U.R.F. nor it has complied with the obligation to transmit the delegations of payment mentioned in point a) and the information regarding the employees mentioned in point b) or in case there is an omitted or insufficient payment of withholding taxes on the basis of the data resulting from the documentation provided.

In addition to the foregoing, without prejudice to the criminal consequences for the authors of the declarations, the Supplier undertakes to indemnify and hold Deloitte harmless against any judicial or extrajudicial liability, related to the Contract or arising from acts or omissions of the Supplier and/or the Workers and/or any subcontractors/sub-suppliers and/or partners or their workers and/or collaborators. The Supplier, in particular, is and remains directly and exclusively responsible for the Workers and, therefore, undertakes to indemnify and hold Deloitte harmless from any claim made, for any reason and of any nature, by said Workers or by third parties (and, therefore, also by workers, collaborators and/or auxiliaries of subcontractors/sub-suppliers and/or partners), due to non-compliance with the provisions of this article or in any case in relation to the execution of the obligations and activities of the Services referred to in the Contract.

In the event of non-compliance by the Supplier with the obligations laid down in this article, in any way determined, Deloitte will be entitled to terminate the Contract by law, pursuant to article 1456 of the Italian Civil Code.

11. PROHIBITION OF SUB-CONTRACTING

The Supplier must perform the Contract using its own company.

The Supplier is expressly prohibited from assigning the performance of the Contract to third party sub-contractors without express written authorisation from Deloitte. In this case, the Supplier shall be held responsible towards Deloitte for the services provided by the sub-contractor.

In the event of non-compliance by the Supplier with the obligations laid down in this article, in any way determined, Deloitte will be entitled to terminate the Contract by law, pursuant to article 1456 of the Italian Civil Code.

12. 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.

13. FORCE MAJEURE

The Parties will not be liable for delayed or non-fulfilment of their obligations in the event that such non-compliance is caused by force majeure, including, but not limited to: earthquakes, fires, epidemics, flooding, wars, general strikes and orders issued by the Public Authorities or any unexpected and unforeseeable circumstances beyond the control of the Parties (hereinafter "**Force Majeure**").

Should there be a case of Force Majeure that causes a delay with regard to the Contract deadlines, the Supplier must inform Deloitte promptly in writing. Deloitte may give notice of its intention to terminate the Contract in the event that the interest in obtaining the Supply and Installation has ceased, pursuant to Article 1256 of the Civil Code. Otherwise, the Supplier shall be obliged to take immediate action for the performance of the services covered by the Contract as soon as the cause of Force Majeure has ceased to exist.

Notwithstanding the foregoing, it is understood that in the case of contracts of continuous or periodic performance, if the Force Majeure event causing the delay or non-performance of the services covered by the Contract continues for more than 1/4 of the duration of the Contract, Deloitte shall be entitled to withdraw from the Contract, without being obliged to pay the Supplier any amount whatsoever, without prejudice to the consideration due for any services already performed.

14. 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 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, without it being obliged to pay the Supplier any amount whatsoever, except for the consideration owed for services already provided.

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.

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. 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.

17. 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.

18. 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.

19. CORPORATE INFORMATION AND INDEPENDENCE OF THE 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.

20. WITHDRAWAL

Deloitte shall have the right to terminate the Agreement at any time by written communication sent to the Supplier with (i) 10 (ten) calendar days' notice in the case of an agreement with a duration of three months or less, (ii) 20 (twenty) calendar days' notice in the case of an agreement with a duration of more than three months and equal to or less than six months, (iii) 30 (thirty) calendar days' notice in the case of an agreement with a duration of more than six months.

In the event of termination, Deloitte shall pay the Supplier the amount due for the services performed up to the date of termination without being obliged to pay the Supplier any further amount for any reason.

21. TERMINATION

The Contract shall be terminated by law, in accordance with article 1456 of the Civil Code, in addition to the cases already set forth in these General Conditions, also in the following cases:

- a) the Supplier's failure to meet the requests of Deloitte within the deadline communicated by the latter, in the event that the Supply and/or the Installation turn out to be non-compliant with the provisions of the Contract;
- b) unjustified cessation, interruption or suspension by the Supplier of the performance of the Contract;
- c) death of the Supplier, if a natural person, or modification of its capacity to operate such so as to prevent, alter or modify the performance of the Contract;
- d) dissolution, transformation, capital reduction or relevant changes in the Supplier's management bodies;
- e) decrease in financial capacity or economic solvency or any legal, economic, financial or other kind of difficulties influencing the proper fulfilment of obligations by the Supplier;
- f) the performance, by the Supplier, of acts detrimental to the image of Deloitte;
- g) loss, on the part of the Supplier, of the requirements necessary for entering into and performing the Contract.

In the above cases, the Contract shall be deemed terminated from the date of the written communication given to the Supplier, without prejudice to the right to seek compensation for damages.

22. 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: i) common data such as personal and contact data (e.g., first name, last name, telephone number, e-mail address, tax code) as well as personal data processed within the scope of the activities covered by the Contract; and ii) data belonging to special categories, defined as follows, which may be processed exclusively under the conditions set out in Article 9 of the Regulation; apart from such cases, any processing of special categories of personal data is prohibited;
- "**special categories of personal data**": personal data which reveal race, political opinions, religious or philosophic beliefs, union belonging, genetic data, health data, sexual life and orientation;
- "**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: employees, collaborators, candidates, customers, suppliers, business partners, counterparties, other third parties with whom they establish relationships in various capacities;
- "**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;
- "**Data Processor**": means the natural or legal person, public authority, service or other body which processes personal data on behalf of the Controller;
- "**Sub-Processor**": in accordance with Article 28(4) of the Regulation, the other Data Controller who processes personal data on behalf of the Data Controller;
- "**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, organising, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Both Deloitte and the Supplier undertake to comply with their respective obligations under the Personal data protection legislation with respect to the personal data that each respectively processes under the Contract, acknowledging to each other that the obligations with respect to the processing of personal data taken as a whole are essential and that failure to comply with them shall be grounds for termination of the Contract.

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.

With reference to the processing of personal data carried out in the performance of the activities covered by the Contract, Deloitte and the Supplier hereby acknowledge that the Supplier shall act as Data Processor on behalf of Deloitte. Therefore, the Supplier:

- shall process personal data, also electronically, solely: (a) for the performance of the Contract; (b) with a degree of autonomy limited to what has been expressly agreed with Deloitte and always in accordance with the specific instructions given by Deloitte as part of the Contract (unless, in the Supplier's opinion, such instructions violate the Personal data protection legislation and/or other provisions with legal effect, of which the Supplier shall inform Deloitte); and (c) in accordance with the requirements of the competent authorities and/or the applicable Personal data protection legislation;
- shall adopt appropriate technical and organisational measures in accordance with regulatory requirements, in particular pursuant to Article 32 of the Regulation, to ensure a level of security appropriate to the risk associated with the processing carried out as Data Processor, including those laid down in any security requirements or special provisions set out in the Contract, as well as under the ISO 27001/27002 certification programmes, if applicable;
- shall ensure that (i) each person authorised by the Supplier to process personal data, including, without limitation, associates and employees, and (ii) any Sub-Processors are instructed about the scope of the processing, adequately and regularly trained and undertake to comply with their obligations hereunder and the confidentiality obligations set out in the Contract;
- within 24 hours of becoming aware of it, shall promptly inform Deloitte of any breach of personal data for whose processing the Supplier is responsible and shall provide appropriate collaboration; this communication will have to describe:
 - (a) the nature of the personal data breach by including, where possible, categories and number of Data Subjects involved and number of personal data records;
 - (b) communicate the contact data of the Data Protection Officer or another competent subject in order to obtain additional information;
 - (c) describe the possible consequences of the personal data breach;
 - (d) describe the measures adopted or proposed for adoption in order to remedy the personal data breach and, if possible, for mitigating any negative effects.
- shall provide Deloitte with appropriate collaboration and assistance in relation to any requests, made by a Data Subject, concerning the exercise of rights in relation to personal data for the processing of which the Supplier is responsible, or in relation to any information requests, pronouncements or reports by a competent authority addressed to Deloitte; the Supplier shall also promptly inform Deloitte in writing within 48 hours about the circumstances where it received a request for information from a competent authority, or a Data Subject, except insofar as such correspondence is forbidden under applicable legislation; the Supplier is not allowed to reply to any request without consulting Deloitte and obtain the necessary instructions;
- shall assist Deloitte in ensuring compliance with the obligations set out in Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Supplier;
- subject to any reasonable request by Deloitte, shall delete or return personal data to Deloitte for whose processing it is responsible upon termination or expiry of the contractual relationship with the latter, excluding legal requirements for data storage.

The Supplier undertakes to warrant Deloitte against any claims made by Data Subjects related to any breaches of these clauses or the Personal data protection legislation by the Supplier.

The Supplier shall allow Deloitte to carry out, exclusively at its own expense, an audit activity in respect of the Supplier, in order to assess the compliance of the data processing carried out by the latter with the provisions of the Contract and the instructions given by the Data Controller, provided that the following conditions are met and without prejudice to any additional provisions that may be laid down by the competent authorities:

- Deloitte shall communicate in writing, with at least 30 days' notice, its intention to conduct an audit in terms of the Contract and shall reach agreement with the Supplier in good faith about the scope and parameters of the audit;
- if: (i) the subject of the audit activities in the previous point coincides with that of an audit conducted on the Supplier by an independent third party in the twelve months prior to the request by Deloitte under this Article; and (ii) the personal data protection safeguards implemented by the Supplier have not changed substantially during said period, the Supplier may share with Deloitte, also partially, the report issued upon completion of the audit by the independent third party insofar as relevant;
- in any case, any audit activity shall be performed by Deloitte during the Supplier's normal working hours, in compliance with relevant policies of the latter and with an undertaking only to interfere with the Supplier's activities insofar as strictly necessary in order to perform the audit;
- in any case, any audit activity referred to in this Article shall be performed by Deloitte in compliance with the confidentiality obligations assumed by the Supplier toward third parties and shall not in any case involve the activities carried out by its Sub-processors;
- any audit activity referred to in this Article may not be carried out more than once in the course of a calendar year.

The Supplier shall not communicate personal data to third parties, except the competent authorities, nor shall the Supplier use Sub-processors, except where previously authorised in writing by Deloitte to do so.

For the purposes of the preceding provision, in the event of authorisation by Deloitte, the Supplier shall indicate to Deloitte in writing the appointed Sub-Processors and shall inform Deloitte of any changes regarding the addition or replacement of the Sub-Processors already indicated.

Deloitte is entitled to periodically evaluate the appointments of Sub-Processors and to ask the Supplier to revoke them at any time, or to object to the new appointments, if it considers that the Sub-Processor does not provide adequate guarantees to operate in accordance with the Personal data protection legislation.

In any case, the Supplier undertakes to appoint Sub-processors only after a careful evaluation of their experience, technical skills, reliability, capacities, and organisational structure appropriate for the purposes and methods of the processing and to guarantee the implementation of technical and organisational measures aimed at safeguarding the confidentiality, completeness, and integrity of the personal data processed, or in any case those most suitable to ensure compliance with the provisions of the Personal data protection legislation in force, as required herein.

The Supplier shall retain, towards Deloitte, full responsibility for the fulfilment of the obligations of the Sub-processors appointed by it, including those relating to the transfer of personal data outside the European Economic Area.

The transfer of personal data outside the European Economic Area is allowed in compliance with the conditions set out in Chapter V of the Regulation on the transfer of data to third countries, in particular Articles 45 and 46 of the Regulation, and in accordance with the applicable legislation in force. In any case, the Supplier undertakes to inform Deloitte of any transfer of personal data outside the European Economic Area, the categories of recipients and the third country in which they are located, as well as the condition of legitimacy on the basis of which the transfer is carried out.

In the event that any of the activities rendered by the Supplier for the performance of the Contract is related with a processing operation that, for any reason and at any time, may be deemed unlawful under the Personal data protection legislation, Deloitte shall have the right to request the immediate interruption of the activity without incurring any penalty, or to request that the Data Processor restore the lawfulness of the processing operation.

This appointment is effective from the subscription date of the General Conditions and will expire at the end of the Contract.

The above does not imply any remuneration for the Supplier, being already included in the fee for the provision of the activities under the Contract.

By subscribing the General Conditions, the Supplier declares that it accepts the assignment on behalf of Deloitte, confirming its direct and thorough knowledge of the obligations it assumes in relation to the Personal data protection legislation.

Deloitte recognises that the Supplier, in addition to processing of personal data as Data Processor in terms of this Article, may also process personal data as a Data Controller with reference to: (i) obligations imposed by applicable laws, regulations and/or documents with force of law; (ii) requests for information and/or communications by the competent authorities; and (iii) for administrative, accounting, risk analysis and client relationship management purposes.

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 provided for in Article 13 of the Regulation when each of them respectively obtains 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 obtain his/her personal data.

23. 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 guarantees 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.

24. 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 that may arise between the Parties related to this Contract.

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 represents that it has read and understood the following articles and acknowledges this by signing separately below: Art. 1 - Scope of Application, Art. 2 - Acceptance of the Order, Art. 3 - Communications, Art. 5 - Invoices and terms of payment, Art. 6 - Place, terms and methods of delivery and Installation of the Supply, Art. 7 - Checking and installing the Supply, Art. 8 - Supplier Warranty, Art. 9 - Social responsibility and equality principles applicable to the Supplier, Art. 10 - Supplier's obligations and responsibilities arising from employment relationships, Art. 11 - Prohibition of sub-contracting, Art. 12 - Prohibition of assignment of the Contract receivables, Art. 13 - Force Majeure, Art. 14 - Anti-corruption fulfilments, Art. 15 - Administrative liability of entities, Art. 17 - Confidentiality obligation, Art. 19 - Corporate information and independence of the Deloitte entities, Art. 20 - Withdrawal, Art. 21 - Termination, Art. 24 - Governing Law and Jurisdiction.

Place and date, _____

For acceptance _____

Stamp and signature of the Supplier