

1 Object

1. These General Terms & Conditions of Sales ("GTCs" or "Contract") apply to the services provided by AKKODIS ITALY S.r.l. with Sole Shareholder, identified into the sign box below ("Service Provider" or "SP"), an Italian Company having its registered office in Torino (Corso Bernardino Telesio 23-25, 10146 Torino), registered under the number 07576640010 at the Commercial Register of Turin, to the Client identified in the signature box ("Client"), including both fix price and time and material type of projects ("Services") which scope and details are set out in the attached proposal ("Proposal") or in the Order. Any Service that is not explicitly described in the Proposal or in the Order is not part of the Services.

2 Contractual Documents – Precedence

1. The Contractual Documents governing the relationship between the Parties are, in order of precedence:

- The present General Terms and Conditions ("GTCs");
- The purchase Order issued by Client and expressly accepted ("Order") by Service Provider (the commencement of the Services by SP does not imply acceptance of the Order);
- The technical and financial offer of Service Provider ("Proposal");
- The Client's specification not already treated by the above mentioned documentation.

2. These contractual documents shall prevail over any oral communication or other documents previously exchanged by and between the Parties.

3 Financial conditions

1. Unless otherwise agreed, prices are established in euros, exclusive VAT, and do not include accommodation and travel expenses incurred by Service Provider in the provision of the Services.

2. For Services carried out outside of the country of the registered office of Service Provider, prices do not include any local taxes, deductions, duties or levies Client shall be responsible for the said local taxes, deductions, duties or levies and pay for them directly.

3. Unless otherwise stipulated by the Parties in writing, invoices will be issued monthly by the Service Provider, taking into consideration the amount due for the Services provided until the invoice date. Invoices shall be paid within thirty (30) calendar days of the invoice date.

4. Any late payment will give rise to the application of a late-payment interest equal to 8% annual. Late payment penalties are due from the first day of delay. In addition to the late penalties and actual recovery costs indemnification, legal or not, Service Provider is entitled, at its own option, to terminate the Contract or to cease the provision of Services. Termination of contract for late or not payment

will not affect Service Provider's rights to receive all due payments.

5. The Service Provider may terminate the Contract early pursuant to Article 1456 of the Italian Civil Code, by sending a written notice to the Customer via Certified Email (PEC), in the event of non-payment of two invoices, whether consecutive or not.

4 Modification of Services

1. Any modification of the conditions or the scope of Services, such as, but not limited to: technical modifications decided by Client – delay in providing input data – incomplete or inaccurate input data – modifications of schedule – loss or disruption of works by Client or its subcontractors, etc.... which impact Service Provider (costs, deadlines, means incurred), exonerate Service Provider from any liability in complying with the delivery dates and characteristics agreed for the Services. In case of modifications of Services required by Client, Service Provider will provide a new Proposal to Client. If the new Proposal is accepted by Client and Service Provider, a new or amended Order will be issued.

2. In the event that the Supplier becomes aware of circumstances beyond its reasonable control and believes that these may prevent compliance with the agreed deadlines, or in the case that the obligations of the Customer are not fulfilled in a timely manner to allow the Supplier to meet the agreed timelines, the Supplier will inform the Customer as soon as possible, providing a reasonable estimate of the new timing, and such deadline will be considered extended accordingly, subject to discussion with the Customer.

5 Delivery - Reception

1. Service Provider will provide the Services in a professional manner, in accordance with and under

deadlines defined in the Proposal and in the Order.

2. Client will provide Service Provider with feedback about the execution of the Services and will identify any eventual discrepancies with the description of the Services stated in the Proposal or Order. Services will be deemed completed and accepted if the Client fails to make any objection within fifteen (15) calendar days from the execution of the Services.

6 Guaranty and Liabilities

1. To the extent permitted by applicable law, the sole guaranty provided by Service Provider under this contract is to remedy the noncompliant Services in case of proven defective execution in accordance with the Order or Proposal, to the exclusion of the consequences of the use of the Services by Client or third parties. For "time and material" Services, Service Provider is only bound by an obligation of due care ("obligation de moyens"). Service Provider declares having subscribed mandatory insurance policies, and undertakes to provide the Client with the certificates at its first request.

2. Except in cases of willful misconduct and gross negligence as governed by Article 1229 of the Italian Civil Code, the Parties agree that any claims for damages against the Supplier in relation to the execution of the service shall not exceed - individually or collectively - the value of the single order in relation to which the claim for damages arose.

3. In any case, the Parties agree that: (i) the Supplier is not liable for indirect damages or loss of profits suffered by the Customer or third parties; (ii) this article takes precedence over any other indication, even if contained in other contractual sources, and that, in any case, any different and/or contrary provisions shall be considered as not included.

7 Client Collaboration

1. To ensure the satisfactory execution of the Services, Client agrees to: (a) communicate, in a timely manner, full and valid input data, the methods usually used, the procedures and rules in force and any specific constraints arising out of its activity and/or the type of the Services; (b) provide Service Provider with any licenses and authorizations required for the execution of the Services, (c) inform the Service Provider's contact person immediately in writing of any constrain or failure that could affect the provision of the Services; (d) appoint a competent technical representative to inspect and validate the Services. The technical validation of the Services remains under the sole responsibility of Client; (e) provide, by the date set for the start of the activity, all the materials necessary for the performance of the activities.

2. Failure to satisfy the cooperation activities referred to in points (a), (b), (c), (d) and (e), give to the Service Provider the right to request the penalty, following suspension, or termination, provided for in art. 13 - "Termination" of this general terms and conditions.

8 Health and Safety

1. The Service Provider will apply and observe the provisions and instructions given by the Client pursuant to Legislative Decree No. 81/2008.

2. The Client undertakes to provide the information, in accordance with the provisions of art. 26, paragraph 1, lit. b), D. Lgs. 81/2008 and subsequent modifications and integrations, on the possible risks specific to the environments where the supplier will can operate and, on the preventive, and emergency measures adopted by the Client.

9 Employees

1. Service Provider undertakes to ensure that the employee(s) or Service Provider's contractors providing the Services has/have the qualifications and skills required to perform the Services.

2. The Client undertakes not to interfere in any way with the management of the personnel employed by the Service Provider for the performance of the activities covered by this agreement. It is understood that the management, organization, and direction of such personnel are the exclusive responsibility of the Service Provider. Should the Client, directly or indirectly, interfere in the management of said personnel by engaging in conduct that may constitute interference or intervention, the Client shall be fully and directly liable for any consequences arising therefrom, holding the Service Provider harmless from any and all related liability and obligations, including any claims, demands, or actions brought by employees or third parties, as well as any administrative or judicial sanctions.

3. Service Provider's business manager is responsible for carrying out intermediate reviews and drafting progress reports. In case of technical and/or planning discrepancies, the causes shall be identified during a technical coordination meeting held at Client's or Service Provider's initiative. The Parties undertake, since now, to agree and to do all the corrective and/or precautionary measures for the success of the service.

4. Service Provider assumes all Social Security and Labor law obligations of the employer towards its employees. Directly through its representatives, Service Provider recruits, supervises, manages, disciplines and ensures safety of its employees. Service Provider undertakes to ensure its staff comply with safety instructions at Service Provider premises and also with the safety instructions provided by Client for the premises where the Services will be executed.

10 Intellectual Property rights – Transfer of title

1. Each Party shall retain all rights, title, and interest in and to its own intellectual property existing prior to the Order ("Background Intellectual Property") or otherwise developed independently of such Order, as well as any intellectual property created in connection with the Order and/or the Services ("Foreground Intellectual Property"), except for the intellectual property expressly identified and agreed upon as a Deliverable within the Order ("Developed IP").

2. To the extent that the use of the other Party's Background Intellectual Property or Foreground Intellectual Property is necessary for the performance of a Party's rights or obligations under the Order and/or the Services, each Party hereby grants to the other Party a royalty-free license to use its Background Intellectual Property and

Foreground Intellectual Property solely for such purpose.

3. Subject to the other provisions of these GTC, the license or transfer of all intellectual property rights from the Service Provider to the Client in connection with the Services and/or any Deliverable shall be conditional upon the Client's full payment of all invoices related to the Services covered by the Order. Such licenses shall be deemed revoked, and all rights, title, and interest shall automatically revert to the Service Provider, for as long as any invoice related to the corresponding Service remains unpaid after its due date.

11 Confidentiality

1. During the execution of the Services and 3 (three) years thereafter, both Parties agree not to disclose to third parties different from its Affiliates and contractors or employees with a need to know, the confidential information, whatever their form and medium, identified as confidential at the moment of disclosure or otherwise of a confidential nature ("Confidential Information") used or disclosed between the Parties.

2. Both Parties agree to require their employees, Affiliates and contractors not to disclose (i) Confidential Information communicated by one Party to the other Party in their commercial relationship or for the performance of the Services and (ii) any Confidential Information generated or that the Parties become aware of, within the scope of the Services or its commercial relationship.

3. Confidentiality obligations are no longer applicable to information that a) is created to be disclosed publicly; b) becomes public by means other than a breach of confidentiality obligation of the Parties; c) is received by one of the Parties under no confidentiality obligation, or d) is required to be disclosed by public official entity and disclosing party has informed the other party in advance of such disclosure.

4. "Affiliates" include all those entities ultimately directly or indirectly controlled or under common control of AKKODIS GROUP A.G. or Client.

12 Compliance

1. By signing this contract, the Customer declares that they have reviewed the Code of Conduct of Adecco Group AG adopted by the Service Provider, available at the website <https://www.akkodis.com/it/chi-siamo>, committing from now on to accept and observe the rules/principles/values set forth therein while refraining from engaging in any behavior contrary to them. In the event of a violation of this obligation, the Service Provider shall have the right to terminate the Contract/Order pursuant to Article 1456 of the Italian Civil Code, with all consequences provided therein, including for the compensation of damages, including reputational damages, that may be suffered.

2. Furthermore, the Customer declares that they have reviewed the Organizational Model

pursuant to Legislative Decree 231/2001 adopted by the Service Provider and available on its website <https://www.akkodis.com/en/italy>, as well as agreeing to share and respect its contents, principles, and procedures, and, in general, to refrain from any behavior that may constitute the offenses sanctioned by Legislative Decree 231/01. It is understood from now on that failure to comply with the principles and rules contained therein will result in the termination of the contract pursuant to Article 1456 of the Italian Civil Code.

13 Termination

1. The Client and the Service Provider may terminate in advance any Purchase Order by prior notification to the other Party within 30 (thirty) working days by registered mail with acknowledgment of receipt or by certified email (PEC).

2. In the event of a termination by the Client for convenience, Client will be invoiced, in addition to the Services already performed

and the cost of the outstanding Services, a penalty fee for early termination equal to fifty per cent (50%) of the gross amount of the Services still to be performed. This penalty fee will also be due in the event of a suspension of the Services, or termination, by Service Provider due to the lack of provision by Client of their obligations under the Order, unless the suspension or termination, is the result of a case of 'force majeure' for Client.

3. In the event of early termination of an Order by the Customer for any reason, the Supplier is entitled to receive: i) reimbursement of costs incurred prior to receiving the termination notice for the agreed expenses; ii) payment for the Deliverables, or part of them, completed before the effective date of termination and subsequently accepted by the Customer in accordance with these terms and conditions. Any acceptance criteria or acceptance processes related to the Deliverables or milestones shall not apply to such proportional amounts.

14 Force majeure

1. Neither Party shall be liable in case of events that are unforeseeable, unavoidable, beyond the Parties' control and not associated by its fault or negligence ("the Force Majeure Event").

2. The Force Majeure Event will be interpreted in accordance with the definition given by the local courts. If the Force Majeure Event lasts more than 30 (thirty) days, each Party shall be entitled to terminate the corresponding Order by sending a registered letter with acknowledgement of receipt or a certified email (PEC) to the other Party, without incurring any liability whatsoever in respect of such early termination.

15 General provisions

1. Service Provider is authorized, for marketing and communication purposes, to use Client's name, to disclose non Confidential Information and to make general statements concerning the Services provided to the Client.

2. If any provision of these GTCs is considered void or non-applicable, Parties agree that the all other terms will remain in force. The Parties also agree to begin negotiations immediately to replace the part that is null and void or non-applicable.

3. Unless otherwise requested in writing by the Client, the Service Provider shall be entitled to subcontract the present offer and/or the Order to third parties. No written notice shall be required where the subcontractor is an Affiliate of the Service Provider. In the event that the Service Provider entrusts the performance of the Services, in whole or in part, to third parties, the Service Provider shall remain jointly liable with the subcontractor for the proper execution and delivery of such Services.

4. The Parties may collect, process, and transfer personal data for the purposes of their

business relationship or the provision of the Services. Each Party represents and warrants its full compliance with the applicable data protection laws in force.

5. Prior to the performance of the Services, Client shall identify any information (technical data, goods, software or technology) which is subject to export laws and regulations, and which will be provided as input data to the Service Provider by Client, which may include (but not limited) United States export laws and regulations. The Parties acknowledge that diversion contrary to such export laws and regulations is prohibited.

6. Client declares being aware of the current licenses granted to the Service Provider. In case further licenses are needed to perform the Services, Service Provider shall make reasonable commercial efforts to obtain them.

16 Express termination clause

1. Regardless of terms and conditions present in this technical and commercial proposal and / or the terms and conditions of the Client accepted by the Service Provider on previous occasions, the Parties agree, as of now, that this technical and commercial proposal, as well as any purchase order issued by the Client following the acceptance of this technical and commercial proposal, and therefore the relative Agreement, is to be considered expressly terminated if, within 5 days from the date set for the start of activities, the Service Provider communicates the non-availability, from its subcontractors, of the materials necessary for the performance of the assignment. "Materials" mean, by way of example but not limited to, electronic components, mechanical components, plastic components, rubber and similar, or semi-finished, raw and even assembled parts.

17 Disputes and Applicable Law and Venue

1. In case of controversy regarding the execution of the Services, the Parties will meet and try to settle amicably their dispute.

2. The Parties shall make their best efforts to reach an agreement.

3. These GTCs and the Contractual Documents are governed by the Italian law. In the event of any dispute concerning the interpretation, performance, or existence of these terms or the contractual documents, the Court of Turin shall have exclusive jurisdiction, notwithstanding any otherwise applicable rules on jurisdiction.

18 Sanctions and Trade Restrictions

1. For Sanctions and Trade Restrictions (hereinafter "Sanctions"), this means the laws and regulations on export control aimed at limiting or prohibiting the sale of products and/or services in order to prevent their misuse in ways that could harm the interests of the country imposing the restriction.

2. The Parties undertake to act in compliance with the laws and regulations provided by the European Union, the United States, and the legislation applicable to the service under this Agreement regarding Sanctions.

3. The Client declares, for itself and any parent companies, not to be subject to or the target of Sanctions and to act in compliance with the aforementioned laws and regulations.

4. Violation of the above by the Client may be considered an express termination clause of the Agreement pursuant to Article 1456 of the Italian Civil Code.