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	General conditions for the supply of Goods and Services	Rev. 7 dated 23/04/2025

(ORDER CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES)

- a) Net Service S.p.A. (tax code IT04339710370), represented by their pro tempore legal representative, having registered offices in Galleria Marconi 2, Bologna (BO), is specialised in the design and implementation of software and requires the goods/services made available by the Supplier.
- b) The general terms and conditions set out hereunder are an essential and integral part of every order made between Net Service S.p.A. and the Supplier.
- c) On the terms and conditions set out below, the Supplier undertakes to sell/provide/procure for Net Service S.p.A. the goods/services described in the offer made in each order, together with all technical documentation that is needed for the relevant use and maintenance.
- d) The goods/services shall have the characteristics listed in the Net Service Offer and Order and shall be provided/supplied within the essential term specified in the relevant Order.
- e) If Net Service requires the delivery of the ordered goods, it shall be made Delivered At Place.
- f) The Supplier undertakes to keep the content of this agreement and all orders made by Net Service strictly private and confidential and to protect the rights of Net Service and of its customers, without prejudice to Net Service seeking compensation for whatever damage it suffers as a result of a breach of this undertaking.
- g) The Supplier acknowledges that Net Service has obtained the ISO 27001 certification aimed at achieving the most efficient management of information security (physical, logical, IT and organisational) and undertakes not to disclose, or make available to third parties, the private and confidential information acquired or managed in relation to the performance or implementation of this agreement unless specifically authorised in writing by Net Service.
- h) I Should the Supplier perform activities at Net Service, it undertakes to comply with all measures regarding environmental protection, workplace health and safety, of which it has been informed through the information provided by the Company, as well as the protective measures to be implemented in case of fire and/or health emergencies, as outlined. Moreover, it undertakes to comply with the provisions and procedures related to the quality and information security system within its area of responsibility, with particular reference to the Company Policy available on the corporate website, and by the commitment to complying with the requirements defined by the SA 8000 standard and UNI PDR 125 in the areas of social responsibility and gender equality.
- i) By virtue of this agreement and the individual orders issued by Net Service, where the Supplier is required to carry out personal data processing activities on behalf of the Company and/or its clients, the Supplier may be appointed as a "Data Processor/Sub-Processor" pursuant to Article 28 of the EU Regulation, based on the appointment document provided together with this order. In such case, the Supplier agrees to accept the appointment as Data Processor/Sub-Processor by Net Service.
- j) As consideration for the services contemplated in this agreement, Net Service undertakes to pay the Supplier the amount specified in the order on the terms and conditions set out therein.
- k) The Supplier is guarantor for the purpose of applicable Civil Law provisions of the goods/services provided pursuant to this agreement and in individual orders and guarantees that the goods/services transferred are suitable for the use agreed with Net Service.
- l) The Supplier undertakes to comply with the principles of the Organization, Management,

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and Control Model adopted by Net Service pursuant to Legislative Decree no. 231/01 and its subsequent amendments and additions ("Model 231"), which the Supplier declares to be fully aware of and to accept, as these documents are available on the website www.netSERVICE.eu. The Supplier may, at any time, request a hard copy of the documents from Net Service.

The parties agree that even partial non-compliance with the principles set forth in Model 231 shall constitute a serious breach and shall entitle Net Service to automatically terminate this order.

In the event of reports, including those from the press, suggesting such non-compliance, Net Service shall have the right to suspend the order by written notice, indicating the facts or circumstances reasonably leading to the suspicion of non-compliance, pending further investigation.

The exercise of the right to terminate or suspend the order shall be to the detriment of the Supplier, who shall bear all additional costs arising from or connected to such action, without prejudice to Net Service's right to seek compensation for any damages — whether financial or otherwise — resulting from the aforementioned violation/non-compliance, as well as the right to be held harmless and indemnified against any third-party claims or actions arising from or related to such non-compliance.

- m) The Supplier undertakes to indemnify Net Service against all direct and/or indirect damage it suffers or is incurred by a third party in relation to the goods/services provided, without prejudice to mandatory law provisions.
- n) It is agreed that all goods/services that are supplied, upon the completion of every such supply, shall be full owned by and available to Net Service, which may use/exploit them as it sees fit without limitation.
- o) All relationships between the parties are governed by Italian law and any dispute relating to or arising out of the interpretation and/or performance of this agreement or any individual order shall be submitted to the exclusive jurisdiction of the Courts of BOLOGNA.