

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES AND SOFTWARE

1. Definitions

The Parties agree that, unless otherwise defined elsewhere and not expressly mentioned here, the terms listed in the Contract are assigned the following meanings:

- a) **Contract:** the set of contractual documents (Commercial Proposal, General Conditions, Additional Conditions, and Data Processing Agreement) that define the mutual rights, obligations, and responsibilities of the Parties, necessary for the activation of one or more Services and Software offered by the Namirial Group;
- b) **Commercial Proposal:** the contractual document that identifies the Services and Software subject to the Contract and defines its duration and economic conditions;
- c) **General Conditions:** these general terms and conditions of the contract;
- d) **Additional Conditions:** the contractual conditions, additional and specific to the General Conditions, applicable to one or more of the Services and Software identified in the Commercial Proposal;
- e) **Data Processing Agreement:** the agreement in accordance with Article 28 of EU Regulation 2016/679 (known as the "General Data Protection Regulation" or "GDPR");
- f) **Namirial:** Namirial S.p.A., the parent company of a group of companies offering professional management tools, digitization services, remote identification and user onboarding, and the issuance of qualified electronic signature certificates;
- g) **Namirial Group:** the group of companies headed by Namirial S.p.A.;
- h) **Sub-suppliers:** companies that provide, in whole or in part, the Services and Software subject to the Contract;
- i) **Client:** the natural or legal person who, by signing the Contract, acquires the right to use the Services and Software offered by Namirial, also through the Partner;
- j) **Parties:** Namirial, the Client, and, if present, the Partner, collectively;
- k) **Partner:** the commercial operator who resells to the final Client the Services and Software offered by the Namirial Group;
- l) **Service:** may consist of providing the Client with functionalities or other utilities (e.g., remote user identification or the issuance of a qualified electronic signature certificate), which the Client uses within their business without directly having the necessary software tools for the provision of the Service, including Qualified Services;
- m) **Connected Services:** services connected to the use of applications and other IT resources, such as assistance service or ordinary software maintenance service;
- n) **Software:** IT application, owned by the Namirial Group and/or its Sub-suppliers, made accessible to the Client in on-premises mode (installed at the Client's infrastructure) or SaaS (provided through the Namirial Group's infrastructure);
- o) **Services and Software:** the Services and Software offered by the Namirial Group, as per Article 2 of these General Conditions, identified in the Commercial Proposal and possibly governed by Additional Conditions;
- p) **Users:** the end users of the Client;
- q) **Qualified Services:** services provided by Namirial and qualified under EU Regulation 910/2014 and subsequent amendments (eIDAS).

The terms indicated in the definitions are always used with a capital letter, both in singular and plural.

2. Services and Software of Namirial Group

These General Conditions apply to the Services and Software of the Namirial Group subject to the Commercial Proposal, relating *inter alia* to the following areas:

- a) **Professional management tools;**
- b) **Users' remote identification;**
- c) **Users' electronic authentication;**
- d) **Signing of documents with electronic signature (including qualified type);**
- e) **Preservation/archiving of electronic documents;**
- f) **Certified communications.**

The Services and Software are made available to the Client for professional use. The Services and Software referred to in points b), c), and d) are provided for the purpose of remote identification of natural persons and onboarding, understood as the process of electronic identification and authentication of users in an IT system, which the Client uses within their professional and/or entrepreneurial activity. When provided by the Commercial Proposal and/or Additional Conditions, onboarding may be aimed at issuing a qualified electronic signature certificate under EU Regulation 2014/910 and subsequent amendments (eIDAS).

3. Conclusion of the Contract

The Contract is considered concluded with the signing of the Commercial Proposal by the Client, to which are attached:

- a. These General Conditions;
- b. Any Additional Conditions;
- c. any technical documentation and/or product specifications.

The Client acknowledges and accepts that access to the Services and Software and their use entails acceptance of these General Conditions. The signing of the Data Processing Agreement is separate and occurs simultaneously with the signing of the specific Commercial Proposal. These General Conditions apply to the Services and Software subject to the Commercial Proposal, as applicable and unless otherwise provided in the Additional Conditions. In case of conflict between the provisions of these General Conditions and those reported in any annex to the Contract, the latter will prevail in relation to the specific Service or Software for which they are established.



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4. Object

The Contract may involve the provision of one or more Services and Software, also in combination, as specifically identified in the Commercial Proposal. The provision allows the Client to use the Services and Software within the limits and conditions indicated by this Contract. When the activation of the Services and Software involves making IT applications available to the Client, Namirial, also through the Partner, guarantees the provision of any Connected Services, whose characteristics are indicated in the Additional Conditions. It remains understood that these General Conditions apply, as compatible, to all Connected Services. Unless specified in the Additional Conditions, the Services and Software are provided "AS IS" and "AS AVAILABLE". Therefore, by signing the Commercial Proposal, the Client declares that the Services and Software subject to the Contract meet and are suitable for the purpose for which they are purchased and that they meet the necessary technical and functional requirements.

5. Activation and Access to Services

The activation of the Services and Software takes place according to the methods and timelines defined in the Commercial Proposal. Online distributed services are made accessible after the creation and configuration of user profiles enabled to access and the issuance of the related authentication credentials. Through specific functionalities, if provided, the Client can create and configure additional user profiles to those created during the activation phase of the Service. Access to activated Services and Software is exclusively permitted to the Client; therefore, the Client is prohibited from transferring authentication credentials to third parties without the prior and express authorization of Namirial.

6. Economic Conditions, Invoicing and Adjustment of Fees

The economic conditions are defined in the Commercial Proposal or in subsequent contractual documents modifying or integrating it.

Unless otherwise specified in the Commercial Proposal, Namirial shall issue an invoice for the full annual amount due for the Services and Software, payable in advance and on an annual basis. The Client undertakes to settle the invoice amount within thirty (30) days from the end of the month of the invoice date. Payment shall be made by bank transfer to the account details indicated in the invoice.

The invoice shall be issued on the date of execution of this Contract, and in any case no later than thirty (30) days thereafter, without the need for any additional documentation (e.g. any purchase order).

The Client acknowledges and accepts that, starting from:

- the second (2nd) year of validity of the Contract, in the event of a fee in the form of an annual prepaid charge; or
- 1 January of the year following the year of signature, in the event of a *pro-rata* fee,

the amounts due by the Client shall be subject to an annual adjustment equal to the higher of: (i) the variation of the ISTAT Consumer Price Index for the Whole Nation (NIC) recorded with reference to the month of application of such increase, increased by three (3) fixed percentage points; or (ii) five (5) percent of the total amounts due by the Client for the relevant period. Such adjustment shall be reflected in the relevant invoice; it being understood that Namirial reserves the right to apply such adjustment also at a later time.

In the event of a sale through a Partner, the economic conditions proposed by the Partner will apply.

7. Namirial's Obligations and Guarantees

Namirial is obliged to allow the Client access to the Services and use of the Software in accordance with the technical specifications defined in the Commercial Proposal and/or Additional Conditions, in compliance with the service levels possibly agreed and formalized by the Parties. Namirial undertakes to make every reasonable effort to ensure the maximum availability of the Services and Software without discontinuities or interruptions, except for legitimate causes of suspension as per Article 10. Within the limits allowed by law, Namirial disclaims any express or implied warranty, including implied warranties of non-infringement, merchantability, and fitness for a particular purpose. Unless otherwise provided in the Additional Conditions, and subject to the applicable legal obligations for specific types of Services and Software (e.g., Qualified Services), in cases where the Services and Software are provided "AS IS" and "AS AVAILABLE", Namirial does not guarantee that:

- a. the Services and Software will meet the Client's requirements and will be constantly available, uninterrupted, timely, secure, and error-free;
- b. the results potentially obtainable from the use of the Services and Software will be effective, accurate, and reliable;
- c. the quality of the Services and Software will meet the Client's expectations;
- d. any errors or defects in the Services and Software will be corrected unless they prevent the normal use of the Services and Software.

Namirial uses physical, electronic, and managerial procedures to safeguard and prevent unauthorized access to the Services and Software made available to the Client. Namirial chooses these guarantees based on current regulatory obligations, the sensitivity of the information collected, processed, and stored, and the current state of technology. Namirial adopts, in accordance with the certifications it holds, all appropriate measures to ensure the security of the Services and Software, provided that it cannot be held responsible for any malicious attacks due to actions or behaviours outside its control or the Client's failure to comply with its obligations. Namirial guarantees the possession of the necessary certifications and authorizations for the provision of the Services and Software, freely consultable and downloadable on the website <https://www.namirial.com/en/company/certifications/>. This guarantee also extends to its Sub-suppliers. Namirial also declares that it has taken out appropriate insurance, freely consultable and downloadable on the website <https://www.namirial.com/en/documentation/>.

It is understood that if, through the use of the Services and Software, it is possible to purchase/activate third-party services, such services will be subject to the contractual conditions prepared by the service provider. Namirial will not be liable in any way for the provision of these services.

8. Client's Obligations

The Client is obliged to promptly pay the fees due to Namirial or, if present, to the Partner for the execution of the Service and/or the provision of the Software under Article 6. In case of late payment of the fee due within the terms provided, the Client will owe Namirial or, if present, the Partner, from the established deadline, default interest as per Article 5 of Legislative Decree 9 October 2002, n. 231, as amended by Legislative Decree 9 November 2012, n. 192. The Client cannot use the Services and Software for illegal purposes or in any way contrary to the provisions of this Contract. The Client is also required to ensure that its employees, collaborators, and appointees comply with the rules of use of the Services and Software under Article 9, as well as the additional specific rules contained in the Additional Conditions, product specifications, or technical documentation possibly provided (e.g., user manuals). The Client remains fully responsible for creating any accounts or authorization profiles related to the Services and Software, particularly obliging to authorize or enable only adult users. Namirial guarantees the Client permission to view, copy, distribute, and download the content and materials from the Services and Software, provided that the Client:



- i. retains all copyright notices and/or other intellectual and industrial property rights on the content and materials;
- ii. uses them exclusively for personal or commercial purposes;
- iii. does not modify them in any way.

In case of assistance requests, the Client, if necessary, is required to allow Namirial's appointees or, if present, the Partner access to its systems, necessary for carrying out assistance activities. The Client is responsible for independently obtaining the necessary hardware and software tools, as well as adequate connectivity to access and use the Services and Software offered, in accordance with the hardware, software, and connectivity requirements declared by Namirial in the Contract and/or technical documentation provided. The Client is also obliged to always keep updated and adequate all the resources necessary for the correct use of the Services and Software, including the network infrastructure. The Client undertakes to possess and maintain the technical knowledge necessary to ensure the correct use of the Services and Software offered. The Client undertakes to respect the IP Rights of Namirial or third parties in accordance with Article 18.

9. Rules of Use of Services and Software

The Parties acknowledge that for the correct execution of the obligations arising from the Contract, it is necessary that the behaviour of both is based on full cooperation and good faith and, therefore, undertake to promptly communicate to each other any circumstance that may influence the regular provision of the Services and Software subject to the Contract. The use of the Services and Software by the Client must be conducted according to the rules of ordinary diligence and in compliance with these General Conditions, the additional conditions provided in the Contract, and the technical documentation possibly provided. The Client cannot misuse any part or content of the Services and Software. For example, but not limited to, the Client is prohibited from:

- a. making false statements, misrepresenting, or hiding their affiliation with another person or entity;
- b. copying, modifying, hosting, sublicensing, or reselling the Services and Software or their content;
- c. decompiling, including through a disassembler, performing reverse engineering operations, or attempting to derive the source code from Namirial and/or the Sub-suppliers;
- d. enabling or allowing others to use the Services and Software or their content using their information;
- e. accessing or attempting to access the Services and Software in any way other than the interface provided or authorized by Namirial;
- f. circumventing access or usage restrictions implemented to prevent certain uses of the Services and Software;
- g. sharing content or engaging in behaviours that violate third-party intellectual property;
- h. attempting to disable, compromise, or destroy the Services and Software or hardware components;
- i. misusing the server infrastructure or APIs

The Client is also prohibited from using the Services and Software to engage in illegal, abusive, or irresponsible behaviours, including:

- a) making any unauthorized access or use of data, systems, networks, or infrastructure of Namirial and/or the Sub-suppliers, including any attempt to probe their vulnerability through penetration tests, unless such activities are previously authorized by Namirial;
- b) engaging in activities that create interference with the use of the Services and Software by other users or that create prejudice to other internet users, such as, for example, cyber-attacks of any kind, spreading computer viruses or other harmful components, falsifying network packet headers, or deliberate attempts to overload a transmission system;
- c) creating dangerous situations, instability, or technical problems due to usage methods that impact the quality of the Services and Software towards other Clients, causing harm to them, Namirial, the Sub-suppliers, or third parties;
- d) collecting and/or using third-party information without the consent of the information owner or the data subject;
- e) collecting and/or illegally using personal data, including email addresses, names, or other identifiers (e.g., spamming, phishing, internet scams, password theft, spidering);
- f) spreading any false, misleading, or deceptive information;
- g) distributing software that fraudulently collects or transmits information about a user, as well as distributing so-called "adware" software, unless explicit user consent is obtained for the download and installation of the software based on a clear and visible notice about the nature of the software;
- h) offering anonymous communication systems without adequate identity maintenance as required by current legislation (such as, for example, but not limited to, so-called "TOR" or anonymizers).

The inclusion in a blacklist (abuse database), such as the one present on www.spamhaus.org, of the public IP addresses assigned to the Client and/or users enabled to access the Services and Software constitutes an automatic violation of the service usage rules under this article.

In case of violation of these usage rules, Namirial, if present also through the Partner, is authorized to unilaterally adopt any appropriate measure, including the suspension of the Service under Article 10.

The Client accepts that any use of the Services and Software in violation of the rules under this article will be attributed to the exclusive responsibility of the Client, even if such violations are carried out by third parties using the resources assigned to the Client without their consent, exploiting passwords lost by the Client or insecure, vulnerabilities of software packages installed by the Client, illegal behaviours of their employees and collaborators.

10. Suspension

Namirial, if present also through the Partner, has the right to unilaterally suspend the provision of the Services and Software when necessary:

- a) to perform technical interventions aimed at ensuring or improving the provision of the same Services and Software;
- b) in the event of security risks, breaches of law or improper use;
- c) to comply with legal obligations or requests from public authorities.

In such cases, any suspensions will be communicated according to the methods defined in Article 16.

Namirial, if present also through the Partner, reserves the right to unilaterally suspend the provision of the Services and Software, even without notice, in case of violation of the obligations provided in Article 8, the usage rules provided in Article 9, and/or the policies and procedures indicated in Article 21. In such cases, the suspension may concern all the Services and Software subject to the Contract, even in case of violation attributable to only one of the same Services and Software.

The suspension may last as long as the related causes of suspension persist. Once the legitimate cause of suspension ceases, Namirial, if present also through the Partner, undertakes to restore the availability of the Services and Software as soon as possible. The suspension may affect all or part of the Services and Software subject to the Contract.

It remains understood the right of Namirial or, if present, the Partner, to terminate the contract under Article 15 and to claim compensation for any damage caused.



11. Liability

Namirial undertakes to provide the Services and Software subject to the Contract with adequate specialization, professionalism, care, and diligence, assuming full, direct, and exclusive responsibility for the correct execution limited to the obligations imposed on it under the Contract. Namirial is not liable in any way for delays, errors, or non-performance attributable to third parties, or for anomalies that may occur during the provision of the Services and Software that escape its technical control, such as, for example, but not limited to, malfunctions in the management of telephone and/or telematic networks.

The Client is fully responsible for the activities carried out using the Services and Software offered by Namirial and, therefore, any contractual or extra-contractual liability of Namirial for direct or indirect damages suffered by the Client and/or third parties as a result of the execution of the Contract is excluded, unless it is demonstrated that the damage is attributable to intentional or grossly negligent conduct by Namirial. It is equally excluded any contractual or extra-contractual liability of Namirial for direct or indirect damages suffered by the Client and/or third parties as a result of the Client's failure to comply with the obligations provided by the Contract and the applicable regulations.

Namirial does not assume any responsibility for any damages resulting from (i) the negligence of the Client or the User and/or (ii) fraudulent actions by third parties (including hacking, identity theft, etc.), unless such fraudulent action directly results from Namirial's failure to comply with its obligations under applicable laws or regulations or this Contract.

Notwithstanding the above, it is understood that the maximum liability that each Party may bear as a result of any compensation claims made by the other Party in relation to the Contract, for damages of any nature, whether contractual or extra-contractual, will be limited to the actual damage (with express exclusion of lost profits and damage from loss of opportunities) and, in any case, will not exceed:

- a) for the first year, the fee paid (or accrued in case of fee on a consignment basis) by the Client until the occurrence of the non-performance;
- b) for subsequent years, the fee paid (or accrued in case of fee on a consignment basis) by the Client in the year preceding the occurrence of the non-performance.

This limitation does not apply in case of intentional or grossly negligent conduct by the defaulting Party.

This limitation of liability also applies in case of liability attributable to Namirial's Sub-suppliers.

The Client acknowledges that nothing will be due to them by Namirial as compensation, reimbursement, and/or indemnity unless the Client provides documented evidence that the loss subject to compensation, reimbursement, or indemnity was caused by intentional or grossly negligent conduct by Namirial or its employees, collaborators, or appointees.

The Client accepts that data stored on Namirial's infrastructure and/or on a shared system may be quarantined or deleted if such data is infected by a virus or otherwise corrupted, and has, at Namirial's sole discretion, the potential to infect or damage the system or data of other Clients hosted on the same infrastructure.

If present and if circumstances permit, the clauses contained in this article also apply in favour of the Partner.

12. Force major

No delay, failure, or non-performance will constitute a breach of this Contract to the extent it is caused by hurricanes, earthquakes, epidemics, or other natural causes, strikes or other labour disputes, riots or other acts of civil disorder, acts of war, terrorism, acts and orders of competent authorities such as expropriations, condemnations, embargoes, or other causes beyond the reasonable control of the Parties. Each Party undertakes to promptly communicate to the other any force majeure causes that prevent the regular execution of the Contract. If the force majeure situation persists for a period exceeding 60 (sixty) days, each Party may withdraw from the Contract as a whole or in part by giving reasonable notice.

13. Contract Amendments

The Client agrees that Namirial, if present also through the Partner, may unilaterally amend the Contract, including the methods of providing the Services and Software, if the amendments are necessary:

- i. under current legislation, including, for example, a change in such legislation;
- ii. following an order from the public authority issued under current legislation;
- iii. following the evolution of the Services and Software subject to the Contract;
- iv. for technical reasons;
- v. to improve the Contract and/or the Services and Software to benefit the Client;
- vi. to update the User interface and User flow within the Services and Software without negatively impacting the functionalities of the Services and Software themselves;
- vii. in case of excessive onerousness of the agreed performances.

Namirial, if present also through the Partner, informs the Client of the amendment before it takes effect according to the methods indicated in Article 16. Namirial undertakes to ensure the improvement of the Services and Software subject to the Contract and, to this end, the Client acknowledges that, at any time, Namirial may modify the technical characteristics of the Service, eliminate functionalities, or interrupt access to applications or other IT resources.

Notwithstanding the right to annual revaluation of the economic conditions under Article 6, the Client also acknowledges Namirial's right to make amendments that result in worsening or increasing economic or performance terms, with written notice to the Client at least 30 (thirty) days in advance of the amendments becoming effective. In such case, the Client has the right to withdraw from the Contract, with reference to the Services and/or Software affected by the amendment only, by sending written notice within 30 (thirty) days of receiving the notice from Namirial, if present also through the Partner, according to the methods established in Article 16. In the absence of withdrawal within the indicated time and manner, the amendments will become definitively effective and binding and will be deemed fully known and accepted.

During the period of providing the Services and Software, the Client may always request Namirial, if present also through the Partner, to activate new Services and Software, new functionalities, or extend the assigned resources, which the Parties undertake to formalize in writing by signing the new Commercial Proposal and, if applicable, the Data Processing Agreement and any Additional Conditions. The requested amendments will be effective, constituting an integration of the Contract, from the moment the related Commercial Proposal is signed. In any case, these General Conditions automatically apply from the moment the additional requested Services and Software are activated and made accessible to the Client. Contract amendments may concern all or only part of the Services and Software subject to the Contract.

14. Duration and Withdrawal

Unless otherwise agreed, the Contract will be valid for all activated Services and Software for 3 (three) years starting from the signing date of this Contract. The Contract is tacitly renewed for three-year periods at each expiration, unless the Client communicates the cancellation at least 120 days before the expiration of each term, according to the methods indicated in Article 16.

Namirial or, if present, the Partner, reserves the right to withdraw from the Contract at any time, by giving notice to the Client according to the methods indicated in Article 16, with at least 180 (one hundred eighty) days' notice.



Under Article 1373 of the Civil Code, each Party may withdraw from this Contract without having to pay the other Party any amount as compensation, reimbursement, or indemnity, if:

- i. the other Party is subject to any insolvency procedure;
- ii. the voluntary or judicial liquidation of the other Party occurs, or an administrative or judicial decision is made that, due to a fact attributable to the same, orders the temporary and/or partial closure of the other Party;
- iii. or in any case where the other Party ceases, even partially, its activity.

After the above term, the Contract will be deemed terminated.

Without prejudice to the Client's obligation to settle any fees due for the Services rendered and the Software supplied but not yet paid, in the event of termination, Namirial or, where applicable, the Partner shall refund to the Client any amounts received in advance as consideration, less the portion corresponding to the Services and Software already provided.

Withdrawal may concern all or only part of the Services and Software subject to the Contract.

15. Termination of the Contract and Express Termination Clause

A material breach, even if partial, of the obligations undertaken by either Party upon execution of this Contract shall entitle the other Party, after having served a written notice requiring performance within sixty (60) days from receipt thereof, to terminate this Contract, without prejudice to the right to claim compensation for any damages suffered.

In case of repeated and persistent violation by the Client of the obligations provided in Article 8, the usage rules provided in Article 9, the dispositions of Articles 17 and 18, and/or the policies and procedures indicated in Article 21, Namirial or, if present, the Partner has the right to immediately terminate the Contract, without prejudice to the Client's liability for any damages caused. In case of repeated and persistent non-payment within the agreed terms, even with reference to only one of the Services and Software subject to the Contract, Namirial or, if present, the Partner has the right to terminate the Contract with reference to the single or all Services and Software.

As from the effective date of termination of the Contract, the Service shall be deactivated with immediate effect, unless otherwise provided in the Additional Conditions, without the need for any prior notice. The amounts paid by the Client shall remain definitively acquired by Namirial as a penalty, without prejudice to Namirial's right to charge the Client for any further expenses or costs incurred as a consequence of the termination. In any event, Namirial retains the right to claim compensation for any additional damages suffered.

Without prejudice to the Client's obligation to settle any fees due for the Services rendered and the Software supplied but not yet paid, in the event of early termination of the Contract by the Client, Namirial or, where applicable, the Partner shall refund to the Client any amounts received in advance as consideration, less the portion corresponding to the Services and Software already provided.

Termination may concern all or only part of the Services and Software subject to the Contract.

16. Communications

Namirial undertakes to make requests and communications provided by these General Conditions in writing, transmitting them to the digital domicile and/or telematic communication channel of the Client indicated in the Commercial Proposal, or to the one subsequently used by the Client for operational communications during the term of the Contract.

All electronic correspondence sent by the Client to Namirial shall be sent to the following certified email address (PEC): amm.namirial@sicurezzapostale.it, or to any other certified email address (PEC) notified to the Client at least thirty (30) days in advance, or to the different certified email address (PEC) indicated in the Additional Conditions and/or in the Service or Software Specifications.

Communications and requests related to Connected Services are made through the appropriate channels provided by Namirial and made available on Namirial's website or in the Additional Conditions or, if present, through any channels made available by the Partner. Communications related to the unilateral amendment of the Contract may also be made by publishing the new documents in force on Namirial's website.

17. Confidentiality

All information communicated by one Party to the other or that they may become aware of during the performance of activities provided under this Contract is strictly confidential and must be used solely for the correct execution of the Service ("Confidential Information"). Each Party undertakes to adopt all necessary physical, logical, and organizational measures to prevent disclosure and protect the confidentiality of the other Party's Confidential Information from unauthorized or unauthorized access and, in any case, ensuring the same protection provided for its own Confidential Information. The Parties undertake:

- i. not to disclose the other Party's Confidential Information in any way, in whole or in part, to third parties, except for their respective collaborators to whom the communication is necessary solely for the execution of the Contract;
- ii. to inform the collaborators of the nature of the Confidential Information and to instruct them to treat it confidentially. Each Party undertakes, under Article 1381 of the Civil Code, to ensure that the collaborators comply with the confidentiality obligations and acknowledge their responsibility for any damages caused by them as a result of violating the obligations provided by this article;
- iii. not to reveal to third parties the fact that the Confidential Information was provided by the other Party;
- iv. not to use, process or transmit the Confidential Information to generative artificial intelligence (AI) systems or to any other AI-based tools, software or services that do not explicitly ensure a level of protection and confidentiality equivalent to or higher than that required by the applicable legislation (in particular, by Regulation (EU) 2016/679 – GDPR), and that do not unequivocally exclude the use of data for the training of their models, unless expressly authorised in writing by the other Party;
- v. to verify in advance that any AI tool used complies with the applicable data protection, confidentiality, and intellectual property laws, and undertakes to indemnify and hold harmless the other Party from and against any damage, liability or expense arising from any improper or unauthorised use of corporate data.

It is understood that Confidential Information may be communicated:

- a. to Authorities, including supervisory and control authorities, in cases and within the limits where communication is required by legislative or regulatory provisions;
- b. exceptionally to third parties, only with the prior written consent of the other Party;
- c. when required by mandatory legal provisions and provided that it is done within the limits imposed by such provisions.

The confidentiality obligation does not apply to Information that:

- A. is already public domain before the signing of the Contract;
- B. is or becomes publicly available for reasons other than disclosure by one Party, or by one or more collaborators, or for reasons that do not constitute a breach of the obligations established by this Contract;
- C. is made available to one Party, on a non-confidential basis, by a source that, to the best of its knowledge, is not bound by a confidentiality agreement.



The confidentiality obligations under this article will remain in effect for 2 (two) years after the termination, for any reason, of this Contract, without prejudice to the provisions of Articles 98 and 99 of Legislative Decree 10 February 2005, n. 30 and subsequent amendments ("Industrial Property Code"). Each Party undertakes to bind any third parties, sub-suppliers, and external collaborators who access the Confidential Information to the same obligations and guarantees provided by this article.

18. Intellectual Property

Namirial guarantees that the Services and Software provided to the Client under the Contract do not violate any third-party rights. In particular, Namirial guarantees that it can dispose of the Software subject to the Contract as the owner of the intellectual and industrial property rights on them, or by virtue of specific license agreements signed with the respective third-party owners. The Client remains fully responsible for the use of the Services and Software according to the provisions of this Contract and the applicable law.

The Parties acknowledge that the intellectual or industrial property rights, by way of example and not limited to, on information, documents, files, elements, procedures, communications, technologies, goods, methodologies, and know-how ("IP Rights") remain the property of the Party or the third-party owner or licensor. In no case does this Contract involve a transfer of such rights.

Any product or service developed by Namirial during the execution of the Contract remains the property of the same.

The Client undertakes not to remove or modify trademarks or copyright notices referring to Namirial's or third parties' IP Rights. The Client undertakes not to make available to third parties the programs or the results of the service provision for commercial purposes.

19. Personal Data Processing

Each Party acknowledges and agrees that, for the purposes of the conclusion and execution of this Contract, personal data of references, employees, and collaborators of the other Party may be mutually processed. For such processing, each Party acts as an independent data controller and provides appropriate information under Articles 13 and 14 of Regulation (EU) 2016/679 ("GDPR"). Namirial's Data Protection Notice is available at the following link <https://www.namirial.com/en/documentation/>.

If the execution of this Contract involves the processing of personal data on behalf of the Client, the latter undertakes to appoint Namirial or, if present, the Partner, as the data processor through a specific Data Processing Agreement, which identifies the specific processing entrusted for each Service and/or Software provided. The Client acknowledges and accepts that, if the provision of Services and Software is carried out through a Partner, Namirial will act as an additional data processor appointed by the Partner itself.

If the execution of this Contract entails the processing of personal data on behalf of the Client, the latter, in its capacity as Data Controller, instructs and authorizes Namirial, as Data Processor, to carry out — directly or through its Sub-processors — processing activities strictly necessary for the improvement of the contractual Services provided to the Client (including but not limited to: testing, optimization, calibration and validation of models/algorithms, performance and resilience measurements, anomaly correction, security, and fraud prevention), in compliance with the Data Processing Agreement.

It is expressly forbidden to use the data for independent purposes such as marketing, profiling, or the development of products/services unrelated to the Client's contractual Services.

Namirial may use Sub-processors for the aforementioned activities, in compliance with the authorization procedures and the Client's right to object as provided in the Data Processing Agreement.

20. Non-transferability

The Contract is not transferable or assignable to third parties, unless expressly authorized by Namirial.

21. Compliance Clause

By signing this Contract, the Client declares to be aware that Namirial has adopted the following policies and procedures.

- A. Professional and business ethics (published on the website <https://www.namirial.com/en/esg/business-ethics/>):
 - Organizational Model of Management and Control for the prevention of crimes provided for in Legislative Decree 231/2001 committed in the interest or advantage of the Company;
 - Code of Ethics, whose main objective is the clear definition of fundamental ethical values and contains the general principles that must inspire the conduct of corporate bodies and their members, employees, collaborators, and consultants of the Company to promote, through self-discipline and corporate governance techniques, the creation and maximization of value for shareholders, for those who work in the company, and for the clientele to which the Company addresses; establishes, as an inescapable principle of the Company's work, compliance with current laws and regulations and sanctions the principles of conduct to be followed by all recipients in the daily performance of their activities and work assignments;
 - Anti-corruption Policy, which outlines the general principles and rules of conduct to be followed in carrying out activities, prohibited behaviours, and safeguard measures identified by the Company to mitigate the risk of corruption; applies to Namirial, its subsidiaries/affiliates, and all Namirial partners, within the limits of compatibility, and is also shared with other affiliated companies to promote principles and conduct consistent with those expressed by the Company;
 - Whistleblowing Policy, with the aim of strengthening control over the effective application and compliance with the Code of Ethics, internal policies and procedures, laws and regulations, as well as ensuring the integrity of the company and effectively addressing potential critical issues at an early stage, reducing the risk of significant damage to the company's business and reputation; the Whistleblowing Policy regulates the process of sending, receiving, analysing, and processing reports from anyone, even confidentially or anonymously, applicable to directors, managers, employees, and anyone who is, has been, or is about to undertake a relationship of work/interest with the Company, as better identified in the Whistleblowing Policy;
 - Cybersecurity Statement, to provide customers, suppliers, and partners with detailed information on the security practices adopted in controlled and affiliated companies and on how the information and data processed are managed, in compliance with all current regulations and the highest industry standards.
- B. Social commitment policies (published on the website <https://www.namirial.com/en/esg/social-commitment/>):
 - Diversity, Equity & Inclusion Policy, through which the commitment to implement fair work policies in all workplaces is sanctioned, to ensure that employees at all levels are treated with respect and consideration and to safeguard the company's compliance with laws and industry standards.
 - Employment and labour standards Policy, which outlines the general principles that Namirial pursues in carrying out its activities, the virtuous behaviours, and the safeguard measures identified to embrace the values of diversity, equity, and inclusion.
- C. Environmental and safety policies (published on the website <https://www.namirial.com/en/esg/sustainability/>):



- Environment, Health and Safety Policy, which defines Namirial's commitments regarding environmental protection, resource efficiency, and the health and safety of employees, contractors, customers, and neighbouring communities. The Policy addresses the Company's approach to operating in compliance with applicable local and national regulations on environment, health, and safety (EHS).
- D. International Trade Procedure:
 - Definitions
 - "Sanctioned Person" means any person, whether or not having legal personality: a) included in any list of designated persons in application of Sanctions; b) located or constituted under the laws of any country or territory subject to global Sanctions; c) directly or indirectly owned or controlled, according to the definition of the relevant Sanctions, by a person referred to in points (a) or (b) above; or d) who otherwise is, or will become during the execution of this Contract, subject to Sanctions.
 - "Sanctions" means any economic or financial sanction, trade embargo, or similar measures issued, administered, or enforced by any of the following (or any agency of any of the following): a) the United Nations; b) the United States of America; c) the United Kingdom; or d) the European Union or any current or future member state thereof.
 - Client's Declarations and Warranties
 - a. The Client declares that neither it, nor any of its affiliates/subsidiaries or holding companies, nor any of its directors, officers, and employees, is a Sanctioned Person.
 - b. The Client, as soon as it becomes aware, will promptly provide Namirial with details of any claim, action, lawsuit, proceeding, or investigation against it in relation to the Sanctions.
 - c. The Client understands that Namirial must not receive any payment or transaction from a Sanctioned Person or in a manner that may result in a violation of the Sanctions. Therefore, Namirial may immediately suspend the provision of Software and Services to the Client if the Client violates any Sanction, declaration, or commitment of this Section.

The Client undertakes to act in compliance with the above-mentioned policies; declares that it has no ongoing legal proceedings nor any convictions and/or measures of any kind for the crimes contemplated by the policies and laws mentioned above.

The Client undertakes to comply with requests for information or document production from Namirial.

Any new policies adopted by Namirial and published on the aforementioned websites will apply and be subject to the same conditions as those set out here, upon email notification sent by Namirial.

22. Applicable Law and Jurisdiction

The Contract is governed by Italian law.

For any dispute that may arise between the parties regarding this Contract and its subsequent amendments and integrations, the court of Ancona will have exclusive jurisdiction.

23. Final Provisions

Any amendment and/or integration to this Contract, excluding the cases of unilateral amendment governed by the previous Article 13, will be valid and effective only if negotiated and formalized in writing by the Parties.

The possible nullity of all or some clauses of this Contract will not extend its effects to the other contractual provisions. In such an event, the Parties will replace in good faith, if and as possible, the null clauses with other provisions having equivalent or similar content.

The Client authorizes Namirial and the Namirial Group companies to mention its corporate name and/or trademark on its websites and more generally on all its advertising material, exclusively for the purpose of disclosing to third parties the list of Namirial's client names.

The Parties waive the right to raise objections without having previously fulfilled their obligations. Any tolerance by one Party of the non-performance or violation of the Contract by the other Party will not constitute nor be interpreted as a waiver of the rights due to each Party as a result of such non-performance or violation.

This Contract cancels and replaces any previous agreements concerning the Services and Software.