

GENERAL CONDITIONS OF SUPPLY

ARTICLE 1. SCOPE

1.1 These General Conditions are applicable to the supply of Services and/or the supply of Equipment and/or software (including the Software) by NGS.

1.2 Terms and conditions applied by Customers that are contrary to or inconsistent with these Terms and Conditions shall not be acknowledged, unless expressly agreed in writing between the parties.

1.3 These General Terms and Conditions apply to all present and future relations between NGS and the Customer, unless amended or supplemented by a specific Purchase Order accepted by NGS or a Framework Agreement signed between the parties. Such agreements and/or amendments shall prevail over the General Conditions of Supply, which shall in any case remain applicable for all matters not otherwise regulated.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of these General Conditions and of the Agreement, the following words, which are capitalised below, shall have the meaning set forth below:

- a. **Framework Agreement:** an agreement entered into between NGS and the Customer by which the Parties establish the terms and regulation of the subsequent provision of Services and/or supply of Equipment and/or Software;
- b. **Services Environment:** the combination of hardware and software components used to provide SaaS Services (i) owned by NGS, or (ii) owned by the Customer, or (iii) owned by a third party - but licensed or managed by NGS, including in PaaS ("Platform as a Service") and/or IaaS ("Infrastructure as a Service") mode. The Service Environment hosts the Customer's and third party Software and Content. If the Service Environment is owned by NGS or third parties, NGS grants the Customer and its Users access to such Service Environment as part of the SaaS Services;
- c. **Equipment:** any asset which is by NGS, by a Customer or by a third party (i) provided by NGS to the Customer or (ii) which is to be made available by the Customer to NGS for use in conjunction with the Software and/or Services;
- d. **Customer:** any person or legal entity to which a Service and/or Equipment and/or Software for professional or commercial use is provided by NGS;
- e. **Code of Ethics:** the code of ethics that NGS has adopted and applies in relations with its employees and in transactions with third parties, which can be consulted at <https://www.nextgensolutions.it/privacy-documents>;
- f. **General Conditions:** these general conditions of supply;
- g. **Content:** any information, data, images, audio or video recordings in digital format. Content also includes all third party publications, hyperlinks, trademarks and service trademarks;
- h. **Agreement:** the agreement between the Parties for

- i. the supply of Services and/or Equipment and/or Software carried out by NGS;
- i. **End User License Agreement (EULA):** terms and conditions for use of the Software, available at <https://www.nextgensolutions.it/privacy-documents>;
- j. **Confidential Information:** any data communicated by one Party to the other in written or other tangible form, including, but not limited to, all technical and commercial information relating to the Equipment, Software and Services;
- k. **Offer:** the technical and financial documentation with which NGS offers a supply to the Customer;
- l. **Purchase Order:** the request for purchase of a supply by the Customer;
- m. **Service Order:** the request for activation of the ordered Service;
- n. **Party(ies):** NGS or the Customer considered individually or collectively;
- o. **Service(s):** any activity carried out by NGS for the Customer;
- p. **SaaS Services:** "Software as a Service" services. These services do not include professional services, such as, for example, consulting services ordered by the Customer;
- q. **Software:** the programmes owned or licensed by NGS, or to which NGS grants access to the Customer as part of the SaaS Services. The above also includes program documentation and any program updates provided as part of the Service. The Software does not include third party technology licensed separately;
- r. **End User(s):** any third party of a service provided by the Customer derived from or related to the Service provided by NGS;
- s. **User(s):** the Customer's employees and contractors, as well as End Users authorised by the Customer to use the NGS Services in accordance with the Agreement.

ARTICLE 3. CONCLUSION OF THE AGREEMENT

3.1 The Offer and the associated documentation are not binding.

3.2 Should the Customer accept the Offer, by signing it in full, or issues a Purchase Order or Service Order, these shall only become binding following formal acceptance by NGS. In the case of acceptance by NGS, the signed Offer or Purchase Order or Service Order shall constitute the Agreement governing the relationship with the Customer, together with the General Conditions and the EULA if the supply includes Software or SaaS Services.

3.3 As an alternative to the provisions of Article 3.2, the Parties may enter into a specific Framework Agreement with its annexes. In this case, the Framework Agreement constitutes the Agreement that governs, together with the General Conditions and the EULA, if applicable, the relationship with the Customer.

3.4 The supplies delivered to the Customer are those indicated in the signed Offer or in the Purchase Order or Service Order accepted by NGS, or in the Framework Agreement and its annexes.

3.5 Any amendment to the Agreement shall be valid only if agreed in writing by the Parties.

ARTICLE 4. SAAS SOFTWARE AND SERVICES

4.1 The use of SaaS Software and Services is subject to the acceptance of the EULA, which in this case governs the relationship between the Parties together with the Agreement.

4.2 The use of third party software provided by NGS to the Customer separately or in conjunction with the provision of Equipment and/or a Service shall be in full compliance with the terms and conditions specified in the respective third party licences.

4.3 Copyrights, patents and any other intellectual property rights in the Software or third party software shall remain with NGS or the respective third parties according to the related license terms.

ARTICLE 5. SERVICE DELIVERY

5.1 The Customer shall provide NGS with the information necessary for provision of the Services, both during their activation and during their delivery.

5.2 The Customer shall grant NGS or its representatives physical or electronic access to its infrastructure if required to deliver the Services.

5.3 The delivery of certain Services may require the use of Equipment or software at the Customer's premises. Unless otherwise agreed, such Equipment and software shall not be provided by NGS to the Customer as a component included in the Services. In such case, the Customer shall make such Equipment and software available in order to use the Services. If such Equipment and software is not provided by NGS to the Customer, the latter shall ensure that the requirements and/or technical specifications provided by NGS are met for such components.

5.4 NGS reserves the right to verify and approve the hardware specifications, compatibility, installation and operation status of the Equipment and/or software not provided by NGS to the Customer, before proceeding with delivery of the Services.

5.5 NGS may provide Equipment and/or software by loaning them as part of the Services. In this case, the Customer shall accept the following:

- a. the Equipment shall be installed in a safe place, which shall continuously provide adequate air handling and protection against humidity and dust and an electrical load protection system by means of adequate UPS equipment;
- b. the Customer shall maintain the area in which the Equipment is located in good condition and in compliance with all applicable technical and legal requirements for the entire duration of the Agreement, with particular reference to personal safety;
- c. the Equipment and/or software shall remain the exclusive property of NGS. The Customer does not acquire ownership rights on the Equipment and/or

- d. software unless the Customer purchases or redeems such Equipment and software from NGS and has paid the full price thereof;
- d. the Customer shall grant NGS or its representatives access to its premises where the Equipment and/or software is located to install, maintain, repair, control and use the same;
- e. should the Customer become aware of any failure or damage to the Equipment and/or software provided by NGS, the Customer shall promptly inform NGS and take appropriate action to ensure the safety of property and persons;
- f. the Customer shall accept the risk for damage or loss of the Equipment and/or software and for any damage caused by the same. NGS shall be entitled to require the Customer to obtain adequate insurance cover for such risks from leading insurance companies.

5.6 The Customer shall comply with applicable local laws for use of the Equipment and/or software necessary to use the Services, with particular reference to the safety and security aspects of persons and data.

ARTICLE 6. SERVICE CHANGES

6.1 NGS shall inform the Customer of any changes in the operations or procedures used in the delivery and performance of the Services and shall endeavour to minimise any disruption to the Services by notifying the Customer in advance of any changes, unless immediate changes are necessary. NGS may change the operational requirements of the Services from time to time at its sole discretion.

6.2 Should NGS decide to implement a change involving technical activities at the Customer's premises, NGS shall agree on the timing and methods of the change with the Customer. Should NGS request a manual intervention by the Customer on equipment or systems supplied, NGS shall provide the Customer with appropriate instructions or guide the Customer during a mutually agreed remote support session. The Customer shall communicate these instructions to its representatives without delay.

6.3 NGS may modify or update the SaaS Services without prior notice, unless this results in a Service interruption. The specifications of SaaS Services are subject to change at the sole discretion of NGS.

ARTICLE 7. COMPLIANCE WITH THE LAW AND THE AGREEMENT

7.1 For the purposes of the Agreement, the Customer is solely responsible for the Content that Users store or exchange electronically. The Customer shall comply with and ensure its Users comply with applicable laws in the use of NGS Services and supplies and all legal, administrative and regulatory requirements, including any prohibitions or limitations in the use of NGS Services and supplies (such as prohibitions or limitations imposed by patents, trademarks, intellectual property rights, encryption, import or export, or laws related to information and data security and protection or other

prohibitions relating to access to or labelling of Content, defamation or obscenity).

7.2 Should the Customer become aware of any illegal activity in connection with the use of NGS Services and supplies, the Customer shall take prompt action to stop the illegal activity and inform the authorities and NGS.

7.3 Should the Customer or a User violate any applicable law or regulation in relation to the use of NGS Services or supplies, or violate any intellectual property rights or data security and protection regulations or make any use in violation of the Agreement, NGS reserves the right to discontinue the Services and/or terminate the Agreement in accordance with Clause 17 below, without prejudice to any right of NGS to be indemnified and to claim damages in relation to such violation by the Customer or User. NGS shall also have the right to remove or disable illegal Content.

7.4 NGS shall be required to comply with the legal provisions and requests of the authorities with regard to the Services and supplies. The Customer, for its part, shall be responsible for obtaining all licenses, permits and/or other local authorisations that may be required to use the Services and/or supplies. Furthermore, each Party shall provide such assistance and information as may be required to fulfil the other Party's obligations under such authorisations or approvals. The Customer's obligations under this Agreement shall not be subject to the Customer obtaining any authorisation or approval.

ARTICLE 8. PRICES - PAYMENTS

8.1 The prices of the Services and supplies due by the Customer are without value added tax (VAT) or other applicable taxes or charges. VAT, any other taxes or charges provided for by law, will be added to the prices and the Customer shall pay the related amount.

8.2 The Customer shall provide NGS with its VAT number in accordance with European Directive 2006/112/EC of 28 November 2006 (as amended). In the event of failure to comply with this obligation, NGS reserves the right to issue the invoice with the addition of Italian VAT.

8.3 Unless otherwise agreed, prices do not include:

- a. training costs;
- b. costs for consultancy, analysis, design and implementation on other projects already in progress or new ones;
- c. costs for any on-site activities, which will be the subject of separate negotiation;
- d. costs for any other service and/or Equipment not explicitly included or declared in the Offer, which shall therefore be quoted separately on a case-by-case basis;
- e. installation costs;
- f. shipping costs;
- g. travel, visa and business trip costs, including board and accommodation;
- h. everything not explicitly indicated in the Agreement.

Travel, visa, accommodation and meal expenses incurred by NGS staff during on-site activities will be invoiced

monthly to the Customer for recovery of costs, increased by 10% for their administrative management. In the presence of a prepaid usage-based Service, the above costs may be proportionately deducted from the Service. The mileage reimbursement is € 0.50/km.

On-site services will be performed by NGS with a minimum granularity of 4 man-hours.

Telematic or remote activities will be performed with a minimum granularity of one hour.

Travel time counts as labour time.

Any activities carried out outside office hours (weekdays from Monday to Friday from 9 a.m. to 1 p.m. and from 2 p.m. to 6 p.m.), where provided for in the Agreement, will be accounted for as follows:

- a. Day before public holiday cost from 9 a.m. to 6 p.m.: surcharge +70% of the hourly cost in question;
- b. Public holiday cost from 9 a.m. to 6 p.m.: surcharge +100% of the hourly cost in question;
- c. Night-time cost from 6 p.m. to 9 a.m.: surcharge +50% of the hourly cost in question. If this activity falls within the day before public holiday and/or public holiday period, the surcharge will be added to that already envisaged for the respective period.

8.4 The prices and in any event all amounts due by the Customer to NGS may not be subject to offsetting, exception or deduction and shall be paid in full within the terms set out in the Agreement. Any disputes shall not release the Customer from its payment obligation.

8.5 In the event of a delay in payments with respect to the due dates indicated, NGS shall be entitled to charge the Customer arrears interest pursuant to Article 5 of Legislative Decree no. 231/2002, as amended. In any event, NGS shall have the right to terminate the Agreement or otherwise suspend the Services pursuant to article 17 below.

8.6 The delayed sending of an invoice by NGS shall not release the Customer from its payment obligations nor from its contractual obligations.

ARTICLE 9. SECURITY DEPOSIT

9.1 NGS may request the Customer an amount by way of security deposit for proper performance of its obligations under the Agreement. The amount of the security deposit and the date of payment shall be specified in the Agreement.

9.2 Payment of the security deposit shall not release the Customer from its obligation of prompt payment of the Services and/or supplies of Equipment and/or software (including the Software). All amounts paid by way of security deposit in accordance with this article may be used, also during the term of the Agreement, to offset receivables that are past due and have not been paid by the Customer.

9.3 Amounts paid by way of security deposit will be returned in full to the Customer within 30 days of termination of the Agreement and payment of all amounts due, including any arrears; or used for amount due.

ARTICLE 10. SERVICE INTERRUPTION

10.1 The Customer shall ensure by appropriate means that there are no interruptions caused by circumstances under its control, such as power outages, voltage fluctuations, connectivity issues, etc.

10.2 NGS reserves the right to discontinue provision of the Services without any liability to the Customer in the following cases:

- a. force majeure (as described in Article 11);
- b. statutory requirements;
- c. scheduled maintenance;
- d. the need for NGS to take emergency action to protect its facilities, or in the event of damage to NGS or the Customer's property or personal injury;
- e. in other cases provided for in these General Conditions.

10.3 NGS shall notify such interruption as soon as possible according to the circumstances and shall make every reasonable effort to minimise the Service interruption.

ARTICLE 11. FORCE MAJEURE

11.1 No Party shall be deemed to be in default or liable for any damage incurred by the other Party as a result of any failure to perform an obligation under the Agreement or these General Conditions if and for as long as such failure is the result of force majeure. The respective obligations of the Parties shall be suspended for as long as such event prevents them from fulfilling their respective obligations. Neither Party shall be liable for any loss, damage or penalty arising from delay due to causes beyond its control.

11.2 By force majeure is meant the occurrence of any contingency beyond the control of either Party or its suppliers, including, but not limited to, war (whether declared or not), sabotage, insurrection, rebellion, riot or other act of civil disobedience, act of a public enemy, act of any government or any agency or entity, legal action, general strikes, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, adverse weather conditions, partial or complete infrastructure malfunctions or electrical or connectivity failures, other unforeseeable events, unless such event is caused by a negligent act or omission of the Parties.

ARTICLE 12. NGS LIABILITY

12.1 With regard to the Services, NGS makes no express or implied warranty or guarantee of quality or suitability for a particular purpose or use by the Customer, except as expressly provided for in these General Conditions, in the Agreement or by law.

12.2 NGS warrants that the Services will be provided in accordance with the Agreement. If the Services provided have not been performed as indicated in the Agreement, the Customer shall inform NGS in writing within 12 hours of any deficiencies or problems identified, under penalty of forfeiture of the warranty.

12.3 NGS shall not be in any way liable for Equipment or software that Customer has purchased or purchases from third parties, nor for the installation and/or configuration and/or management of the Equipment or software performed by the Customer or by third parties appointed by the Customer, nor for any problems arising therefrom.

12.4 NGS shall not be deemed to be in default or liable for any damage incurred by the Customer as a result of any interruption, deterioration or disruption of the Service which is the result of, or attributable in whole or in part to:

- a. fault of the Customer or of any other party;
- b. lack, interruption, reduction or unavailability of connectivity or one of its components or unavailability of Internet access due to problems with the Customer's provider or operator;
- c. faulty or incorrect installation or configuration of the Customer's Equipment such as to affect connectivity;
- d. default attributable to third party connectivity providers or operators,
- e. services or Equipment not provided by NGS;
- f. suspensions of the Service provided for in the Agreement;
- g. any of the causes described in Article 11.

12.5 NGS shall not be liable for any problems which may arise in connection with the operation or security of the Services arising from the Customer's or third party's Data or Content in general.

12.6 NGS shall not be liable for Content that Users store or exchange electronically or that the Customer makes accessible electronically. NGS shall not be liable for the use, disclosure, modification or deletion of the Customer's Content, or any third party content granted to the Customer, operated by the Customer or Users, or arising from fraudulent access to the Service Environment, or arising from third party software used by the Customer to integrate with the Services or the Service Environment, or attributable to the Service Environment provided by third parties.

12.7 NGS shall not be liable for any Third Party Content that may be used in the delivery of the Services and for any changes in the nature, type, quality and availability of such Content during delivery of the Services. NGS shall also not be liable for changes or loss of functionality related to integration with third party services and due to changes in the nature, type, quality and availability of such services.

12.8 Any change to the Content or services of third parties, including their actual availability, that occurs during the period of performance of the Services, shall not alter the Customer's obligations under the Agreement, nor shall any reimbursement be due from NGS.

12.9 Unless otherwise provided for in the Agreement, the Parties, their suppliers and subcontractors shall be solely liable for damage caused by one of their representatives, employees or appointed third parties that was caused intentionally or through gross negligence.

12.10 NGS's liability with regard to any default or failure to provide or maintain, or termination or interruption of a

Service, shall not exceed an amount equal to the cost or fee paid by the Customer for the Service during the period of persistence of the foregoing cases.

12.11 Should NGS be unable to provide the Services due to interruption or degradation of connectivity or unavailability of power under the responsibility of the Customer, the Customer shall indemnify NGS against any complaint, loss, damage, claim, liability, costs and expenses of any kind.

12.12 With regard to Equipment supplied by NGS, its liability shall be limited to the warranty terms and conditions issued by the hardware manufacturer or distributor. Should the hardware be defective or not working and this affects the quality or availability of the Services, NGS shall use its best efforts to support the restoration of the Services in the shortest possible time.

12.13 The delivery terms included in the Offer shall be considered as purely indicative.

12.14 With regard to third party software supplied by NGS, its liability shall be limited to the warranty terms and conditions established in the related user license.

12.15 NGS accepts no liability that the Services will meet the Customer's needs and provides no guarantee of income from their use.

ARTICLE 13. CUSTOMER LIABILITY

13.1 The Customer shall take the side of, indemnify and hold NGS harmless from any direct or indirect claim, loss, cost, damage, ruling, penalty, expense or charge (including legal defence costs) arising from of or relating to:

- a. any use of NGS supplies by the Customer or Users in breach of the law or intellectual property rights;
- b. breach of the Customer's obligations under the Agreement or these General Conditions;
- c. any claim made by one or more End-Users or by any other third party in connection with the NGS supplies, including any dispute between the Customer and its End-Users or other third parties that are Content providers;
- d. any warranty, representation or declaration that the Customer makes to a third party in connection with NGS supplies;
- e. death or bodily injury caused by negligence, wilful misconduct or misconduct of Customer or its affiliates, officers, subcontractors, representatives or agents.

ARTICLE 14. ASSIGNMENT

14.1 NGS may transfer its receivables, rights and obligations under the Agreement to any third party. In this circumstance, the Customer undertakes to provide any documentation required.

14.2 The Customer may not sell, assign or otherwise transfer the rights and obligations under the Agreement without the prior written consent of NGS.

ARTICLE 15. CONFIDENTIALITY - DATA PROCESSING

15.1 Each Party undertakes to keep the contents of the Agreement and any non-public information disclosed by the other Party or learnt in connection with the Agreement or the Services (including, by way of example but not limited to, all business, commercial and/or technical information of which it may have become aware in the course of performance of the Agreement, including Confidential Information) confidential and not to disclose, use or communicate such information to third parties, unless expressly authorised by the other Party, or if required by current legislation.

The following is not Confidential Information:

- a. information developed independently by each party or received from a third party that is not subject to confidentiality requirements;
- b. information in the public domain;
- c. information already in the possession of the Parties independently of the Agreement.

15.2 Notwithstanding the above, NGS may declare that the Customer is one of its customers, including by publishing in its marketing resources - including those on the Internet - public details that make it recognisable (for example, company or group names and logos).

15.4 NGS may:

- a. compile aggregate statistics and performance information related to the provision of the Services;
- b. use data in aggregated and anonymised form to create statistical analyses and for research and development purposes. NGS may make public the results of such analyses and/or research. NGS shall retain the intellectual property rights on such analyses and/or research.

15.5 The confidentiality obligations of the Parties shall continue for a period of 2 (two) years after termination, for whatever reason, of the Agreement.

15.6 Each Party may disclose material information in confidence and as necessary to its directors, affiliates, representatives, employees, auditors, professional advisors (including but not limited to lawyers and accountants), investors (including potential investors), lenders (including potential lenders), insurance agents and insurers, and proposed and actual potential successors provided that the obligations under this Article are extended to such third parties.

15.7 The use of NGS trademarks or logos is permitted only for the duration of the Agreement and solely for the purpose of indicating in any document, advertisement or communication made or commissioned by such Party that the Customer is using NGS Services or supplies, but under no circumstances may a trademark or logo be used to indicate or imply a partnership between the Parties, unless otherwise agreed in writing.

15.8 NGS will provide the Services in accordance with current personal data processing legislation. The Customer shall, in any case, remain the sole Data Controller for the processing of its data pursuant to EU Regulation 2016/679 (GDPR). If, according to the specific

type of supply, NGS needs to process Customer data and at the same time the necessary conditions are met, it is the Customer's responsibility to appoint NGS as an External Data Processor through the appropriate forms provided by NGS.

ARTICLE 16. DURATION

16.1 The contractual duration is determined in the Agreement concluded between the Parties. The Agreement may be renewed only by written agreement between the Parties.

In the event that automatic renewal of a Service is contractually agreed, cancellation shall be notified to the other Party at least 60 days prior to the expiry date by registered letter with return receipt or certified email.

In the case of purchase of a Consultancy Service sold in "prepaid time-based package" mode, the maximum duration of the same is 12 calendar months from the date of purchase (date of signing of the Offer or Purchase Order).

16.2 The Customer may only issue Service Orders during the term of the Agreement.

16.3 If the end date associated with a Service Order expires after the expiry of the Agreement, the duration of the Agreement shall be extended until the end date of such Service Order. During the extension period, NGS reserves the right to accept any new Service Orders that further extend the end date.

16.4 Service Orders submitted by the Customer during the term of the Agreement shall be subject to acceptance by NGS and, in the absence of such discretionary approval, shall not be binding on NGS.

16.5 Regardless of the duration of the Agreement, upon completion of the Services requested by the Customer, the latter's right to access or use the Services, including SaaS Services, shall cease.

16.6 Upon termination, for whatever reason, of the Services or the Agreement, NGS may delete or otherwise make any Customer data or Content in the Service Environment inaccessible, except as required by current legislation.

ARTICLE 17. TERMINATION - SUSPENSION

17.1 The Agreement may be terminated by either Party should the other Party:

- a. violate the obligations of the Agreement and fail to comply within thirty (30) days of receipt of a written notice to comply;
- b. fail to make timely payments due to NGS under the Agreement;
- c. be unable to fulfil its obligations due to a declaration of insolvency, bankruptcy or insolvency proceedings.

17.2 Each Party may also terminate the Agreement by giving 10 working days' written notice should there be

a continuous interruption of the Services for at least thirty (30) consecutive days due to force majeure pursuant to Article 11 of these General Conditions.

17.3 NGS shall have the right to temporarily suspend the Services or access credentials to the Services at any time in the event of:

- a. missing or even partial payment of the amounts due by the Customer, or violation of other provisions of the Agreement, with 24 hours' notice;
- b. violation of the law;
- c. improper use of the Services;
- d. conditions of serious threat to the security or functionality of the Services.

Services will be restored when the conditions which caused their suspension cease to exist.

17.4 In the event of suspension of the Services by NGS, the Customer shall remain liable for all costs and other amounts due under the Agreement.

17.5 The request for reactivation of a previously suspended Service will be accepted only if received within the term of the Agreement and only if there are no outstanding payments. A specific Service Order accepted by NGS will be needed to reactivate the Service and invoicing will begin immediately on the date of reactivation.

17.6 A commission may be charged for the reactivation request in accordance with the Agreement.

ARTICLE 18. APPLICABLE LEGISLATION, PLACE OF JURISDICTION

18.1 These General Conditions and the Agreement are governed by Italian law.

18.2 Any dispute relating to these General Conditions or the Agreement (including their interpretation, execution, validity or nullity) that is not settled amicably between the parties shall be referred to the exclusive jurisdiction of the Court of Padua.

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1 NGS may make use of third parties for the performance of its Services. In this case, the third shall not be authorised to make commitments in the name of or on behalf of NGS.

19.2 The provisions that survive termination or expiry of the Agreement are those concerning limitation of liability, indemnity and holding harmless for infringement of intellectual property rights, payment obligations and others which, by their nature, are intended to survive such as, but not limited to, confidentiality obligations.

19.3 NGS reserves the right to change the General Conditions of Supply by publishing the latest version on the NGS website.

19.4 All communications between the Parties relating to the Agreement, Orders and their respective annexes shall be made in writing, in Italian or English and shall be sent by registered letter, courier, e-mail or certified email to the addresses indicated in the Agreement. A change of

address of a Party or a change of its representatives shall be communicated in writing by e-mail to the other Party. Communications relating to technical or operational matters requiring immediate attention or intervention shall be made by telephone, but shall be followed by written communication.

19.5 These General Conditions of Supply cancel and replace any prior agreements or understandings between the Parties on the same subject.

19.6 The invalidity for legal purposes of one or more clauses shall not invalidate the General Conditions of Supply as a whole and the invalid clause(s) shall be replaced by a new valid clause(s) of similar or equivalent meaning.

ARTICLE 20. CODE OF ETHICS

NGS has adopted and applies the Code of Ethics (available on the NGS website) in its dealings with its employees and in transactions with third parties and the Customer declares that it has read the Code of Ethics and undertakes to conduct itself in accordance with its provisions.

The Customer

(stamp - signature) _____

Pursuant to and for the purposes of Article 1341 of the Italian Civil Code, I hereby declare that I specifically approve the following clauses contained in the General Conditions: Art. 8.4 (Prices - Payments: prohibition of offsetting or exceptions); Art. 12 (NGS liability: limitations); Art. 14 (Assignment: prohibition); Art. 15 (Confidentiality); Art. 16.1 and 16.3 (Duration: automatic renewal and right of withdrawal; extension of the duration of the Agreement); Art. 17 (Termination - Suspension); Art. 18 (Applicable law - Place of jurisdiction)

The Customer

(stamp - signature) _____