

POWERSOFT GROUP S.P.A. - GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS

These General Terms and Conditions for purchase of Goods (hereinafter, the "T&C") shall apply, unless otherwise agreed in writing between the Parties (as defined below), to any and all purchases of Products (as defined below) made by Powersoft S.p.A. and/or Powersoft S.p.A. group companies and/or Powersoft S.p.A. subsidiaries, affiliates or parent companies in accordance to article 2359 of the Italian Civil Code, with the exception of Powersoft Advanced Technologies Corp. (hereinafter referred to as "Powersoft").

1 GENERAL PROVISIONS

- These T&C shall regulate any supply, sale, manufacture, work, development and production (hereinafter referred to as the "Supply/ies") performed by your company (hereinafter referred to as the "Supplier") and, together with Powersoft, the "Parties") for Powersoft, in fulfillment of contracts (in any way whatsoever entered into between the Parties, such as, by way of example, by means of an agreement duly executed by both Parties with simultaneous signature or exchange of correspondence - hereinafter referred to as the "Contract/s") - or by means of confirmation of Powersoft's purchase orders pursuant to section 2.1 (hereinafter, the "Order/s"), regarding any type and/or quantity of goods and/or products (hereinafter, the "Product/s"), including any Supply of Products performed according to instructions, more or less detailed, provided by Powersoft (hereinafter, the "Custom Product/s"). The Supplier waives, therefore, to the application of its own general and particular conditions of sale, which shall be consequently deemed as no effective between the Parties, unless expressly otherwise agreed in writing.
- Any additions, amendments and/or updates to these T&C set forth in any Contract and/or Order shall only be valid if expressly stated in writing by Powersoft or expressly accepted in writing by Powersoft.
- These T&C are drafted in Italian and English. It is understood that, in case of inconsistency between the English and Italian versions, the latter shall prevail.
- These T&C are published and publicly available on Powersoft's website.

2 ORDERS AND CONCLUSION OF THE CONTRACT

- The Supplier shall perform the Supply of the Products and/or of the Custom Products for Powersoft in compliance with the Orders from time to time submitted in writing by Powersoft and accepted by the Supplier and/or with the Contract, as well as in compliance with the technical specifications, instructions, drawings and any other document that is part of the Contract and/or the relevant Order and/or linked to it, or in any case delivered by Powersoft or expressly approved by Powersoft, pursuant to these T&C. Any modification request from what is stated in the technical specifications, instructions, drawings and/or documents delivered by Powersoft for the Supply of the Products and/or Custom Products shall be reported with proper prior notice by the Supplier to Powersoft and accepted by Powersoft.
- The Supplier undertakes to communicate its acceptance of each Order within 3 (three) days from the transmission of the same, by returning to Powersoft a copy of such Order duly stamped and signed for acceptance or, alternatively, by transmitting to Powersoft its Order Confirmation, or through the procedure set in the Suppliers Portal. It is in any case understood, and the Supplier expressly accepts, that if 3 (three) days from the transmission of the Order have passed without any communication from the Supplier, the Order shall be deemed accepted. Supplier's acceptance of the Order, in any way occurred, shall also be valid as confirmation of the delivery terms, quantities and any further specifications set forth in the Order. Any other communication from the Supplier, not in accordance with the Order and differing from the Contract, shall be considered a counterproposal, the acceptance of which shall be at Powersoft's sole discretion. Supplier is forbidden to proceed with the execution of the Order and/or the Contract before communicating to Powersoft its written confirmation of its acceptance in accordance with the terms and conditions set forth in these T&C.
- Powersoft shall be entitled, without any charge or expense and without incurring in any obligation of compensation and/or indemnity in favor of the Supplier, to make, as far as in due time, to each Order any changes as it deems necessary in its sole discretion, as well as to revoke in whole or in part each Order by written notice sent to the Supplier before the Supplier has started the execution of the Order.
- In the event that the Contract and/or the Order refers to Custom Products, it is understood that, unless otherwise agreed in writing between the Parties, the Supplier shall execute the Supply of such Custom Products exclusively in the interest of, in favor of and on behalf of Powersoft, and shall refrain from commercializing or, otherwise, supplying, selling, developing and/or manufacturing products similar to and/or confusable with the Custom Products, without prejudice to the provisions of section 10.2.
- All quantities, measurements, types, prices or fees and any sort of indications included by the Supplier in its offer, as well as all related technical and economic information acquired by the Supplier in writing or verbally during the negotiations process, shall be for the sole purpose of allowing the Parties a better understanding of the specifications of the request and/or offer itself. The above information shall in no way be assumed as parameters or reference values for future and eventual feedback or economic demands.
- Unless expressly authorized in writing by Powersoft, the Supplier shall not use sub-suppliers and/or sub-contractors for the execution, in whole or in part, of the obligations set forth in the Contract and/or in the Order. In the event of Powersoft's authorization, the Supplier shall ensure (thereby also guaranteeing fulfillment in accordance with article 1383 of the Italian Civil Code) that the sub-supplier/sub-contractor complies with and accepts all the provisions of these T&C, and any particular conditions set forth in the Order and/or Contract, as well as the technical specifications, instructions, drawings and indications contained in the documents delivered by Powersoft to the Supplier. In addition, the Supplier who engages, with Powersoft's authorization, sub-contractors/sub-suppliers to execute, in whole or in part, of the due services, shall not be relieved of the obligations and responsibilities assumed towards Powersoft with these T&C, the Contract and/or the Order. For obtaining Powersoft's prior written authorization referred to in this section 2.6, Supplier shall communicate in writing the name and address of the registered office as well as the manufacturing address of the sub-supplier/sub-contractor, as well as the activities entrusted to it and any other information that Powersoft may consider appropriate and necessary. In the event that a sub-supplier/sub-contractor commits one or more acts that are prohibited under these T&C and/or the Contract and/or the Order, at Powersoft's simple request the Supplier shall cease all relations and terminate the relevant contract with the sub-supplier/sub-contractor and shall ensure that the sub-supplier/sub-contractor immediately ceases all activities relating to the Supply that it has been delegated to.

3 DELIVERY OF PRODUCTS AND/OR CUSTOM PRODUCTS AND TRANSFER OF OWNERSHIP

- All Products and/or Custom Products shall be delivered to Powersoft, together with the technical documentation, if any, Incoterms® DAP or any alternative Incoterms® applicable *ratione temporis* and set forth in the relevant Order or Contract, and according to the instructions, times and quantities specified therein. In absence of express written provision in the relevant Order or Contract, the Products and/or Custom Products shall be delivered at Powersoft's warehouse, located at Via del Cadolino, 13 - 50018 Scandicci (Florence). The delivery of goods to a carrier or forwarding agent shall not discharge the Supplier's delivery obligation, which shall be considered fulfilled only when the Products and/or Custom Products are receipt by Powersoft or its designated representative.
- Powersoft considers the delivery terms specified in the relevant Order and/or Contract of the essence, and so such terms shall be deemed essential, mandatory and binding for the Supplier. Partial or split deliveries shall only be permitted if expressly provided for in the relevant Order and/or Contract or if authorized in advance in writing by Powersoft. Unless expressly requested by Powersoft or mutually agreed upon in writing by the Parties, the Supplier may anticipate the delivery of Products and/or Custom Products solely if such delivery occurs within the same calendar month as the agreed delivery date. Powersoft therefore reserves the right not to accept or, at its discretion, return to the Supplier - at the Supplier's sole cost, risk and expense - any Products and/or Custom Products delivered prior to the agreed delivery date. In any event, the early delivery of Products and/or Custom Products shall not entitle the Supplier to request and/or obtain the corresponding anticipation of the agreed payment terms which, in any case, shall run exclusively from the originally agreed delivery date. Should Powersoft, at its sole discretion, decide to accept delivery prior to the agreed delivery date, Powersoft shall be entitled to charge the Supplier the storage costs incurred because of such early delivery, offsetting such expenses against any amounts due from Powersoft, in the amount and/or at the rates to be communicated in advance in writing by Powersoft.
- The Supplier shall promptly notify Powersoft upon becoming aware of any potential delay in the delivery of the Products and/or Custom Products in relation to the agreed delivery terms. Without prejudice to Powersoft's right to claim compensation for any greater damage incurred, reimbursement of expenses and any other remedies provided under these T&C and applicable law, in the event that the Supplier fails to deliver the Products and/or Custom Products (or even only the related technical documentation, if any) within the delivery terms set forth in the Order and/or Contract, except in cases of force majeure as specified in section 12.2 below, the Supplier shall be liable to Powersoft for a penalty, pursuant to article 1382 of the Italian Civil Code, corresponding to 5% (five per cent) of the consideration agreed for the Supply of the delayed Products and/or Custom Products, for each week of delay, up to a maximum of 40% (forty per cent). For the purposes of this provision, any delays of less than 7 (seven) days shall also be deemed equivalent to a full "week". If penalties are applied pursuant to this section 3.3, Powersoft shall issue an invoice/debit note for the penalty amount, payable within 30 (thirty) days from the date of issuance.
- It is expressly understood that the acceptance of a late delivery of the Products and/or Custom Products shall not, under any circumstances, be interpreted as a waiver, not even partial, of Powersoft's rights indicated in section 3.3. Furthermore, any delay in delivery exceeding 2 (two) working days of the agreed delivery terms shall entitle Powersoft, at its discretion, to revoke the relevant Order in whole or in part, reject the late delivery and any subsequent deliveries, terminate the relevant Contract pursuant to article 1456 of the Italian Civil Code by providing written notice to the Supplier, contest any invoices issued by the Supplier in relation to the delayed delivery and claim for damages incurred as a result of the delay. The Parties agree that Powersoft has the right to exercise one or more of the remedies provided for in this section 3.4.
- Without prejudice to Powersoft's right to terminate the Order and/or Contract according to article 1456 of the Italian Civil Code by providing written notice to the Supplier in the event Powersoft identifies discrepancies between the quantities delivered and those specified in the Order and/or Contract, Powersoft reserves the right to:
 - refuse to accept and, consequently, return to the Supplier, at the Supplier's sole cost, charge and expense, the Products and/or Custom Products delivered in excess of the quantities set forth in the relevant Order and/or Contract;
 - accept the quantities delivered, even if different from those specified in the Order and/or the Contract and, at its sole discretion, adjust accordingly the quantities scheduled for any subsequent deliveries;
 - request and obtain from the Supplier the immediate dispatch of any missing quantities relative to those stipulated in the Order and/or Contract, at the Supplier's sole cost and expense.
- The marking, packaging, labelling and identification of the Products and/or Custom Products shall be performed by the Supplier in strict compliance with the instructions provided by Powersoft in writing, either in the Order and/or in the Contract or, in their absence, by separate written communication sent by Powersoft. It is understood that, in the absence of specific instructions from Powersoft, the Products and/or Custom Products shall be packaged and identified by the Supplier in accordance with best practice and the highest market standards, and in any case in a manner that ensures that the Products and/or Custom Products are easily verifiable and distinguishable during unloading, adequately protected and handled in a way that assures the safety and security of personnel involved. The Products and/or Custom Products shall additionally bear a tag securely affixed to the loading unit, containing at least the following information: (i) identification of the Product and/or Custom Product; (ii) quantity of the Product and/or Custom Product within the loading unit and/or packaging; (iii) traceability references (including, as applicable, batch number and production date); and (iv) in the case of Custom Products, Powersoft's product code. Unless otherwise agreed in writing in the Order and/or Contract, the Products and/or Custom Products shall be placed on pallets and/or platforms in accordance with Powersoft's instructions, to ensure safe lifting and unloading. Should the Supplier fail to comply with such instructions, Powersoft shall be entitled to return the non-compliant Products and/or Custom Products to the Supplier at the Supplier's sole cost, risk and expense. Powersoft shall further have the right

- to recover from the Supplier any costs incurred in unloading the improperly packaged or labeled Products and/or Custom Products, including by offsetting such costs against any amounts owed by Powersoft to the Supplier.
- Together with delivery of the Products and/or Custom Products, the Supplier undertakes to provide Powersoft with the following:
 - the relevant manuals, instructions for use and maintenance guides, where applicable, complete in all respects;
 - delivery documents in compliance with applicable regulations (including, but not limited to, transport, delivery, or shipping documents, customs documentation, and quality or conformity certificate); as well as
 - any additional documentation explicitly requested by Powersoft in advance. Additionally, prior to the delivery of the Products and/or Custom Products, the Supplier shall electronically transmit the relevant transport document (DDT), duly completed, to the email address acquisti@powersoft.it, or to any alternative email address specified in the Order and/or Contract for this purpose.The provisions of section 3.3 concerning penalties shall apply *mutatis mutandis* to the obligations set forth in this section.
- Without prejudice to Powersoft's right to conduct conformity checks under section 4 below and its right to accept/reject deliveries pursuant to sections 3.4, 3.5 and 8.6, the transfer of ownership of the Products and/or Custom Products shall occur only upon their proper delivery to Powersoft or to the consignee designated by Powersoft in accordance with section 3.1. Any retention of title clause proposed or included by the Supplier shall be deemed invalid and unenforceable between the Parties and shall be understood as unwritten.
- The transfer of liability and/or risk related to the Products and/or Custom Products is governed by Incoterms® rules applicable *ratione temporis* as set forth in section 3.1.

4 ACCEPTANCE OF PRODUCTS AND/OR CUSTOM PRODUCTS

- The delivery of the Products and/or Custom Products, as the case may be, to the receiving staff of Powersoft and/or Powersoft's customer does not imply the acceptance of the same, which will be given instead after the positive outcome of the verification of the conformity of what has been delivered with the Order and/or Contract and of the absence of defects or faults. Powersoft shall be entitled to report to the Supplier, also after reception and regardless of whether the invoices have been paid, the non-conformity of what has been delivered or the presence of defects or faults with respect to the Order and/or Contract. In that case, the Supplier must promptly remedy the non-conformity and perform the necessary corrective actions, replacement or repair of the goods affected by faults or defects, as requested by Powersoft, within the terms indicated in section 8.6 (ii). In any case, the provision of article 1495 of the Italian Civil Code shall not apply.
- Where the Order and/or Contract requires that the Products and/or Custom Products shall be installed, assembled, or in any case implemented with additional services to the Supply of such Products and/or Custom Products, delivery will be deemed completed only upon the conclusion of the installation, assembly, or implementation and the positive verification thereof by Powersoft. Should these services fail to ensure the full functionality of the Products and/or Custom Products as specified in the Order and/or Contract, the provisions of section 8 below shall apply.
- Where the Order and/or the Contract provides delivery by separate instalments, it is understood that the Order and/or Contract shall be deemed fully and properly performed exclusively upon the complete execution of the Order and/or Contract positively verified by Powersoft.

5 PRICES AND PAYMENT TERMS

- The prices set forth from time to time in each Order and/or Contract shall, unless otherwise agreed in writing by the Parties, be deemed fixed and invariable, also by way of derogation to the provisions of article 1467 of the Italian Civil Code. Unless explicitly otherwise agreed, such prices shall be understood to include all costs, charges and expenses incurred by the Supplier up to the delivery of the Products and/or Custom Products to Powersoft at the place indicated from time to time in the relevant Order and/or Contract and, in any case, in accordance with section 3.1 above. The Supplier shall also bear the costs of packaging as well as any other costs and/or expenses necessary or beneficial to ensure the supply of the Products and/or Custom Products in accordance with the highest market standards and in compliance with these T&C.
- If the Products and/or Custom Products are invoiced by weight, for the purposes of payment of the consideration, the weight verified upon receipt of the Products and/or Custom Products on the pallet at the place of delivery shall be deemed decisive for payment purposes, unless otherwise specified in the Order and/or Contract.
- Invoices for the Products and/or Custom Products shall be issued by the Supplier in accordance with the specific operational instructions communicated in writing by Powersoft to the Supplier and, in all cases, in compliance with the provisions of section 6 below. Powersoft shall pay the Supplier for the Products and/or Custom Products according to the payment terms set forth in section 5.4. Powersoft shall be entitled to suspend payments at any time if the Supplier fails to properly perform any of its obligations or if circumstances arise indicating a reasonable likelihood that the Supplier will fail to regularly fulfill its obligations. Such suspension of payments shall not entitle the Supplier to suspend the execution of the relevant Order and/or Contract.
- Payments shall be made via bank transfer 90 (ninety) days after delivery of the Products and/or Custom Products, as applicable, upon submission of the corresponding invoice, unless otherwise specified in the Order and/or Contract. Powersoft shall not be held liable for any delays in payment resulting from irregularities or delays in the issuance or submission of invoices by the Supplier. The Supplier undertakes to promptly provide Powersoft with its current account details, including the bank details of the financial institution where the account is held, and to promptly notify Powersoft of any changes to such information. Additionally, the Supplier undertakes to notify Powersoft of any delays in payments due to it by Powersoft. It is expressly understood that the Supplier shall not take any action against Powersoft without first notifying Powersoft at least 15 (fifteen) days prior written notice specifying the circumstances giving rise to the claim.
- It is expressly agreed between the Parties that Powersoft shall be entitled, at any time, to set off any debts owed by the Supplier to Powersoft, including penalties, against any debts owed by Powersoft to the Supplier (this right of set-off shall apply regardless of the nature of the underlying obligation and irrespective of whether such liabilities are certain, liquidated, or due, in accordance with article 1252 of the Italian Civil Code).

6 INVOICING

- Invoicing shall be carried out in accordance with the terms specified in the Order and/or Contract. Each invoice shall reference the number of the relevant Order and/or Contract upon which it is based; each invoice shall pertain to a single Order and/or Contract.
- In relation to Suppliers with registered offices in Italy, invoices must be issued in electronic invoice format (XML) using the Sistema di Interscambio (SDI) for transmission. For the transmission of invoices and credit notes, the Transmission Format designated for invoicing between private individuals or B2B shall be used, which includes a 7-character Recipient Code, specifically "0000000". If the delivery of electronic invoices, it is sufficient to correctly state the Recipient Code and VAT number; the SDI will forward the document to the telematic address provided by Powersoft through the "registration service", with the associated costs being borne by the recipient address, if different, as may be indicated on the electronic invoice. Should the invoice be issued in a manner other than as required by law (e.g., in paper format), the invoice shall - by express provision of law - be considered as not having been issued.
- With reference to Suppliers with registered offices outside of Italy, invoices, credit notes and related documents shall be sent, unless otherwise specified, to the following e-mail address: amministrazione@powersoft.it. In the event that the use of e-mail is not feasible, invoices, credit notes, and related attachments may be sent by postal service to the following address, unless otherwise specified: Powersoft S.p.A., Via Enrico Conti n. 5, 50018 - Scandicci (FI).
- Any costs that Powersoft may incur as a result of deficiencies, errors or omissions in the documentation that the Supplier is required to deliver (including but not limited to invoices, transport documents, certificates of origin, etc.) shall be borne exclusively by the Supplier.

7 TESTING

- The Supplier undertakes, as the case may be and where necessary, to test the Products and/or the Custom Products. Testing shall be performed by the Supplier through the entities mentioned in the Order and/or the Contract or required by law, in compliance with all applicable rules, regulations and procedures. Where permitted, testing shall be performed by the Supplier's internal bodies appointed for this purpose, which will then issue the related private certificate.
- The Supplier shall bear all expenses related to the tests, including those due to any repetition of the tests, as well as the fee of the appointed body for the tests carried out at the Supplier's workshops and/or factories, and, if prescribed, for the tests at Powersoft's premises or other place indicated by Powersoft.
- Powersoft's officers and third parties identified by Powersoft shall be entitled to attend the tests and testing operations, also by accessing the Supplier's workshops and plants.
- The execution of the test will be proven by a relevant certificate to be sent by the Supplier to Powersoft. If such certificate is missing, the goods will be considered to be lacking the essential qualities for the intended use, with the consequences set out in article 1497 of the Italian Civil Code, with the exception of the terms established in article 1495 of the Italian Civil Code, which shall be deemed expressly derogated and therefore not applicable.
- Regardless of the prescribed testing, Powersoft reserves the right to verify, at any time and with the methods it deems most appropriate, the compliance of the Products and/or Custom Products, as the case may be, with the conditions set forth in the Order and/or Contract.

8 SUPPLIER'S WARRANTY AND LIABILITY

- The Supplier warrants to and in favour of Powersoft that the Products and Custom Products shall be:
 - in accordance with each Order and/or Contract executed pursuant to these T&C, including but not limited to the quantities and to the technical and operational data specified therein;
 - without prejudice to the provisions of sections 8.3 and 8.4 below, compliant with the applicable technical standards for the Products and/or the Custom Products, including Regulation (EC) 1907/2006 (REACH), Directive 2011/65/EC (RoHS2) and Regulation (EU) 2018/1272 (CLP) of the European Union and subsequent amendments, as well as with all environmental and health regulations, and other regulations in force in Italy - including but not limited to Italian Legislative Decree no. Lgs. 9 April 2008, no. 81 (hereinafter, "Decree 81/08") - and in the destination country of the Products and/or Custom Products, and any further technical regulations referenced in the technical supply specifications and applicable due to the specific nature of the Products and/or Custom Products;
 - fully functional, fit for use, and free from any defects, errors and/or faults, including but not limited to manufacturing, design and material defects such that reduce or render impossible their agreed use;
 - produced using top-quality materials in accordance with the highest market standards;
 - manufactured by suitably informed, trained and specifically experienced personnel;
 - not infringing any third-party intellectual and/or industrial property rights, it being understood that the manufacture, use and marketing of the Products and/or Custom Products and related accessories and components does not entail any infringement of third parties' industrial or intellectual property rights;
 - managed in a manner that ensures adequate quantities of identical Products and/or Custom Products, as well as their spare parts and components, will be available and properly maintained for a minimum of ten (10) years from the date of execution, or for the longer period of the Product's and/or Custom Product useful life and/or for the different period provided for in the relevant Order and/or Contract, in such a way as to ensure Powersoft any interventions and/or replacements under warranty on the Products and/or Custom Products already received or any new Supplies if freely requested by Powersoft, undertaking, for this purpose, to give at least 1 (one) year prior written notice to Powersoft if the Supplier decides to or must suspend,

- interrupt and/or cease, for any reason whatsoever, the production and/or marketing of the Products and/or Custom Products, or in the event of substantial changes to the same, in order to allow Powersoft to make any assessment in this regard, without prejudice to the Supplier's liability in case it is unable to fulfill a concluded Order and/or Contract;
- (viii) suitable for the intended use by Powersoft;
- (ix) new, unused and not previously used at the date of delivery.
- 8.2. The Supplier also assumes full responsibility, pursuant to section 8.1 above, for the Products and/or Custom Products whose Supply has been entrusted by it to third-party sub-suppliers and/or sub-contractors authorized by Powersoft.
- 8.3. With reference to Title IX – "Dangerous Substances" of Decree 81/08 concerning protection against chemical, carcinogenic and mutagenic agents, all products and materials supplied - whose composition includes the presence of substances or preparations classified as chemical agents pursuant to applicable regulations, or that, although not classifiable as dangerous may present a risk due to their chemical-physical, chemical, chemical-technological properties, must be accompanied by a list of products and materials containing chemical agents which are the subject matter of the Order and/or Contract, as well as the relevant safety data sheets prepared in accordance with current legislation. The safety data sheets must be delivered or sent electronically at the same time the Products and/or Custom Products, as the case may be, are received at Powersoft's headquarters or any other location designated by Powersoft. The Supplier also undertakes to provide Powersoft with all the documentation demonstrating the Supplier's compliance with Regulation (EC) no. 1907/2006 (the so-called "REACH" regulation), specifically to identify and communicate in writing the presence of substances indicated from time to time by the European Chemicals Agency with the acronym SVHC (Substances of Very High Concern) and/or any other substance subject to restrictions, stating the type, percentage concentration and any other information necessary for the safe use of the Product and/or Custom Product.
- 8.4. If, for any reason, including at Powersoft's request, after the Order has been issued or the Contract has been signed, and prior to the delivery of the Products and/or Custom Products, the products and materials subject to the Order and/or Contract need to be replaced and/or undergo variations that change their "classification for the purposes of assessing risks to work and the environment", particularly with reference to the "Risk Phrases" H340 (ex R46; ex R47), H341 (ex R68), H350 (ex R45), H350i (ex R49), H351 (ex R40), H360D (ex R61), H360F (ex R60), H362 (ex R64), H370 (ex R39) and H372 (ex R48) under Regulation (EC) no. 1272/2008, the Supplier is required to send to Powersoft, in a timely manner and no later than 60 (sixty) days prior to the delivery date of the Products and/or Custom Products, an updated list of products and materials containing chemical agents and the safety data sheets for the new products included in the list, as well as any updated safety data sheets for previously provided products. In any case, it is understood that by signing the Order and/or Contract, the Supplier declares and guarantees that all services connected or related to the Order and/or Contract itself, including any warranty services, shall be performed using ready-to-use materials not classified as carcinogenic and mutagenic with the "Risk Phrases" H340 (ex R46; ex R47), H350 (ex R45) and H350i (ex R49).
- 8.5. The warranty period for the Product and/or Custom Product is conventionally fixed at 24 (twenty-four) months from the date of delivery of the Product and/or Custom Product to Powersoft, unless otherwise specified in the Order or in the Contract. The Supplier acknowledges that the Products and/or Custom Products may be ordered and purchased by Powersoft for resale or, in any case, supplied to third-party customers of Powersoft. The Supplier's warranty shall also extend to Products and/or Custom Products already sold and/or supplied and delivered by Powersoft to its customers and Powersoft shall be entitled to enforce any non-conformity or defect in the Products and/or Custom Products supplied, by notifying such non-conformities and defects in writing to the Supplier within 60 (sixty) days from the date Powersoft discovered and/or was notified by its customer of the existence of the relevant non-conformity or defect, in express derogation from the provisions of article 1495 of the Italian Civil Code. In the event of replacement of the Product and/or Custom Product, the warranty term for the replaced Product and/or Custom Product shall start again from the date of delivery to Powersoft of the Product and/or Custom Product provided as a replacement for the defective Product and/or Custom Product.
- 8.6. In the event that the Products and/or Custom Products are found to be non-compliant with the provisions of the Order, the Contract and/or these T&C or, in any case, are otherwise affected by defects and/or faults, Powersoft shall be entitled, at its sole discretion and without prejudice to the rights to claim damages any other remedy available under law or the Contract, to:
- (i) refuse to accept delivery of the Products and/or Custom Products, request their collection with costs, charges and expenses to be borne solely by the Supplier, as set out in the invoice/debit note issued by Powersoft, and refuse to pay the corresponding price. It is understood that, if such price has already been paid, Powersoft shall be entitled to a refund, along with any charges and expenses incurred by Powersoft, and the Supplier shall issue a credit note in favour of Powersoft;
- (ii) request the Supplier to repair or, if not possible, replace the Products and/or Custom Products, with all costs, charges and expenses borne solely by the Supplier. The Supplier shall identify the cause of the non-conformity, defect and/or fault of the Products and/or Custom Products and take the necessary corrective actions requested by Powersoft within 3 (three) working days from the request; or
- (iii) arrange directly or through third parties, for the repair of the Products and/or Custom Products themselves, with all costs, charges and expenses borne solely by the Supplier, as indicated in the relevant invoice/debit note issued by Powersoft.
- 8.7. If Powersoft notifies the Supplier in writing of a non-conformity or defect in the Products and/or Custom Products using the term "acceptance with reservation" or other similar wording, without simultaneously requesting the Supplier to exercise the remedies referred to in section 8.6 above, such notification shall be deemed as a reservation by Powersoft to assert all its rights under these T&C and applicable law at a later date, even after the non-conformity or defect has been reported by its customer. Accordingly, Powersoft's "acceptance with reservation" of non-conforming or defective Products and/or Custom Products shall not result in any forfeiture of rights by Powersoft, nor any waiver of the Supplier's contractual warranty, nor shall it relieve the Supplier from its obligations.
- 8.8. If Powersoft identifies any quality issues with the Products and/or Custom Products supplied by the Supplier, Powersoft shall notify the Supplier and may require the Supplier, at its own risk and expense, to conduct an analysis to determine the cause of the quality issues; such analysis shall be performed within ten (10) calendar days from the notification of the quality issues by Powersoft and the results shall be reported to Powersoft within the same term.
- 8.9. Powersoft has the right to offset sums owed by the Supplier under section 8.6 above against any and all amounts owed by the Supplier to Powersoft, even if such amounts are not yet certain, liquid or receivable. In the event of non-conformities or defects in the Products and/or Custom Products discovered prior to payment of the price, Powersoft may refuse or suspend payment of the price for such Products and/or Custom Products until the non-conformities and defects have been remedied, provided this is done in a timely manner, without prejudice, in any case, to Powersoft's right to seek compensation for damages as well as to terminate the Contract, and to exercise any other rights provided by law.
- 8.10. Should Powersoft be or become liable, even to third parties, for any damage arising from the Products and/or Custom Products (including any damage to persons or property), due to the Supplier's breach of the warranties set forth in this section 8, as well as in the event of civil liability for defective products and/or infringement of third-party intellectual property rights, Powersoft shall promptly inform the Supplier, who agrees to indemnify and hold Powersoft harmless from any and all losses, damages, liabilities, costs, or expenses, including legal fees, arising from any third-party claim or legal action. It is understood that, in the event of a dispute, Powersoft shall have the right to bring the Supplier into the proceedings, and the Supplier further agrees to take all necessary steps to protect Powersoft in relation to the above, including obtaining suitable insurance against such risks. In the event of any action by a third party in relation to the intellectual property rights related to the Products and/or Custom Products, the Supplier agrees to obtain for Powersoft the right to continue using the Products and/or Custom Products without incurring any kind of additional costs for Powersoft. It remains understood that, if a third party should institute and win a lawsuit, the Supplier, at its own expense and as soon as possible, without prejudice to compensation for damages suffered by Powersoft as a result thereof, shall:
- (i) obtain the right for Powersoft to continue using the Products and/or the Custom Products;
- (ii) modify, where technically possible, the Products and/or the Custom Products immediately, in such a way as to replace the element that caused the infringement of the third party's intellectual and/or industrial property rights or, if not possible, completely replace the infringing Products and/or the infringing Custom Products with other equivalent products, without prejudice, in any event, to Powersoft's right to terminate the Order and/or Contract pursuant to section 9.2(ii) below.
- 8.11. In addition to the provisions of section 8.10 above, the Supplier shall also be liable for, and agrees to indemnify and hold harmless Powersoft from any and all losses, damages, liabilities, costs, or expenses, including legal fees, that may be incurred by Powersoft as a result of any breach of the obligations set forth in these T&C and of the obligations imposed by the regulations in force, by its employees, agents, collaborators, sub-contractors, or sub-suppliers.
- 8.12. The Supplier shall also be liable, even after the expiration of the warranty period referred to in section 8.5 above, for any charges, costs and/or expenses relating to the recall, withdrawal from the market, or restoration (repair or replacement) of the Products and/or Custom Products, following:
- (i) any order of public authority;
- (ii) discovery of discrepancies or defects (even after market placement) for the purpose of verifying the extent of defective batches and repairing the defect, or for any other similar reasonable reason.
- Prior to any recall, market withdrawal or remediation of the Products and/or Custom Products, Powersoft will notify the Supplier and offer the Supplier the opportunity to cooperate in such a campaign and will discuss with the Supplier the most efficient method of conducting said campaign, unless urgent circumstances prevent any prior communication or cooperation. The Supplier shall indemnify and hold Powersoft harmless from any loss, damage, cost or expense, including legal expenses, arising from the recall campaign.
- 8.13. In addition to the foregoing, the Supplier acknowledges that Powersoft may require appropriate third-party warranties to cover any advance payments made, the quality and operation of the Products and/or Custom Products, and the fulfillment of the warranty obligations of the Supplier. In this regard, the Supplier acknowledges that any guarantees issued by third parties to cover the obligations set forth in the relevant Order shall be made in favour of "Powersoft S.p.A., Via Enrico Cinti n. 5, 50018 - Scandicci (FI), VAT No. 04644200489".
9. **WITHDRAWAL AND TERMINATION**
- 9.1. Without prejudice to any right of withdrawal granted to Powersoft under the Contract and/or the Order, Powersoft may withdraw, and in whole or in part, from the Contract and/or the Order at any time by providing the Supplier with at least thirty (30) days prior written notice. It is expressly understood that, should Powersoft exercise the right of withdrawal, the Supplier shall only be entitled to payment for the Products and/or Custom Products that have been produced and delivered in execution of the Supply on the date of the communication of withdrawal, in express derogation of the provisions of article 1671 of the Italian Civil Code, and provided that such Products and/or Custom Products comply with the terms of the Order and/or Contract and any other document that is part of the Order and/or Contract or consequent thereto or in any case delivered by Powersoft or expressly approved by Powersoft.
- 9.2. In the event that the Contract and/or the Order pertains to Custom Products requiring sample approval by Powersoft, Powersoft reserves the right to terminate at any time the Contract and/or Order, in whole or in part, by notifying the Supplier prior to the approval, if the sample does not meet the technical specifications or instructions provided by Powersoft. Without prejudice to any further right of termination afforded to Powersoft under these T&C or in the specific Order and/or Contract, Powersoft may terminate, in whole or in part, any Order and/or Contract governed by these T&C in the following circumstances:
- (i) pursuant to article 1454 of the Italian Civil Code, by providing written notice, delivered by registered letter with acknowledgement of receipt or by certified email, if the Supplier breaches any contractual or legal obligation, including those set out in these T&C, and fails to remedy such breach within fifteen (15) days of receiving the aforementioned notice, without prejudice, in any case, to Powersoft's right to damages;
- (ii) pursuant to article 1456 of the Civil Code, with immediate effect, by written notice to be sent by registered letter with acknowledgement of receipt or by certified e-mail, in the event that any of the following events occur by or against the Supplier:
- The Supplier's liquidation or initiation of insolvency proceedings, with express derogation from article 172, paragraph 6 of Legislative Decree No. 14 of 12 January 2019;
 - attachment, seizure, protest, or objection to precautionary measures against the Supplier;
 - association with or objection to any form of control, even indirectly, of a competitor of Powersoft;
 - breach of the obligations of prohibition of sub-contracting/sub-contracting set forth in section 2.6;
 - breach of the inspection obligations set forth in section 13 (Right of inspection);
 - breach of the prohibitions under sections 14 (Assignment of Orders and/or Contracts) and 15 (Assignment of credits and factoring);
 - breach of confidentiality obligations under section 19 (Confidential Information).
- 9.3. Powersoft may also terminate any Order and/or Contract by providing written notice to be sent by registered letter with acknowledgement of receipt or certified email, in the event of an unforeseeable event that renders the performance of the Order and/or Contract significantly more onerous for Powersoft.
- 9.4. Upon termination, the Supplier shall, at its own expense, immediately return to Powersoft all goods belonging to Powersoft, including data and documentation, that is in the Supplier's possession or control at the time of termination. The Supplier shall provide written confirmation of such return, accompanied by a detailed inventory of the returned goods. The Supplier shall also, upon termination, immediately return to Powersoft any advance payments that have been made in its favor in relation to the Contract and/or Order. In the event that the Supply of a Custom Product has been requested, the Supplier shall, upon termination, deliver to Powersoft all results produced up to that date, whether complete or incomplete.
- 9.5. Termination pursuant to this section 9, and in any other case provided for in these T&C shall not result in the extinction of those obligations of the Supplier that, by their nature, must survive the aforementioned termination.
- 9.6. The Parties acknowledge and agree that Powersoft's exercise of its termination rights under this section shall not prejudice its right to claim and recover compensation for damages or any penalties set forth in these T&C, the Contract, and/or the Order, and that, in the event of the exercise of the right of termination, Powersoft shall have no obligation to the Supplier for any materials and/or goods purchased by the Supplier for the purpose of performing the Order and/or Contract.
10. **INDUSTRIAL AND INTELLECTUAL PROPERTY**
- 10.1. The Supplier declares and warrants, in addition to the provisions of section 8.1 (vi) above, that it holds full, clear and unrestricted title to all Products and/or Custom Products covered by the Contract and/or Order, including all associated intellectual and industrial property rights, and that it has full and unlimited title to the Supply of such Products and/or Custom Products to Powersoft, including Powersoft's rights to use, incorporate, and market the Products and/or Custom Products.
- 10.2. Upon execution of the relevant Order and/or Contract, Powersoft shall automatically acquire all intellectual and industrial property rights (including all inventions, patents, designs, know-how, trademarks, registered or pending, all copyrights such as reproduction, representation and adaptation rights, for the entire legal duration of the copyright, if applicable, worldwide, and on all media, such as paper, IT files, digital, magnetic, etc.), and in particular in the form of source codes, and the right to use, incorporate and market the Products and/or Custom Products, for the entire legal duration of the copyright, if applicable, for the entire duration of the copyright, if applicable, worldwide, and on all media, such as paper, IT files, digital, magnetic, etc. and in particular in the form of source codes and binaries and relative documentation of software, by all known or future means) connected to the Custom Products that are the object of the Supply, including any subsequent developments and adaptations, and, as such, on an exclusive basis, without the payment of any additional consideration with respect to those provided for in section 5 above and, in any case, indicated in the relative Order and/or Contract, that have been agreed based on what provided in this section 10. The Supplier undertakes to secure in advance from its employees or their assignees the transfer of any rights that may be necessary to ensure compliance with the commitments undertaken under these T&C and each Order and/or Contract. The Supplier further agrees to provide any documentation required to confirm such transfers to relevant organizations or third parties.
- 10.3. The Supplier agrees not to manufacture and/or market, or enable the manufacture and/or marketing of, any Custom Products on its behalf or on behalf of third parties without the express prior written consent of Powersoft.
- 10.4. The Supplier retains ownership of all intellectual property rights associated with the Products other than the Custom Products, unless otherwise specified in the Order and/or the Contract or agreed in writing between the Parties. To the extent necessary for Powersoft to fully utilize the Products and/or Custom Products, the Supplier agrees to grant or cause to be granted to Powersoft a worldwide, perpetual, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the intellectual and industrial property rights associated with the Products and/or Custom Products, including any integrated software and/or necessary for the proper use of the Products and/or Custom Products ("Integrated Software").
- 10.5. If the Supplier intends to utilize open-source software ("Open Source Software"), the Supplier shall first ensure that such software is suitable for commercial applications and notify Powersoft in writing, prior to the commencement of the Supply, with a detailed list of the Open Source Software that the Supplier intends to implement or use. In any event, Supplier shall not use Open Source Software without obtaining Powersoft's prior written consent. In the event Powersoft rejects any Open Source Software component, the Supplier agrees to replace it at its own expense with software of equivalent or superior quality and functionality.
- 10.6. In cases where the execution of the Order and/or Contract would result in the potential filing of a patent application, Powersoft shall have the exclusive right to file such an application, at its own initiative and expense. The Supplier agrees to provide full cooperation as necessary to facilitate this outcome.
- 10.7. Unless explicitly authorized in writing by Powersoft, the Supplier shall not use the "POWERSOFT" trademark (hereinafter, the "Trademark") and any other graphic sign, logo or trademark of Powersoft. If specific written authorization is granted by Powersoft to the Supplier, the Supplier agrees to comply with the usage guidelines contained in the brand book made available by Powersoft. Any technical information (including but not limited to those concerning wiring diagrams, bills of materials, assembly procedures, testing and repair procedures and any other technical and/or process information), know-how, documents, designs, models, prototypes and/or technical specifications, and in general any industrial and/or intellectual property right, even if not registered or deposited, of which the Supplier may become aware by reason of the Supply, is and shall remain the exclusive property of Powersoft.
- 10.8. In the event of any breach of the obligations set forth in this section by the Supplier, Powersoft shall be entitled to terminate the Contract and/or the Order pursuant to article 1456 of the Italian Civil Code and to claim damages.
11. **CONTRACTUAL DOCUMENTATION, ANTI-MAFIA CERTIFICATION AND INSURANCE**
- 11.1. The Supplier acknowledges and agrees that Powersoft, also considered the nature and quality of its customers or of the goods supplied, may request the preliminary presentation of technical or professional certificates attesting the suitability or qualifications of the Supplier and of Supplier's personnel. The same request may be made by Powersoft in relation to the "Anti-Mafia Certificates".
- 11.2. In the event the Order and/or Contract has been signed by temporary associations, consortia or enterprises involved in a network contract, the documents referred to in section 11.1 above shall be presented by each of the parties participating in these forms of association.
- 11.3. The Supplier acknowledges and agrees that the effectiveness of each Order and/or Contract amounting to more than Euro 150,000.00 (one hundred and fifty thousand/00) is subject, among other things, to the supplier sending to Powersoft, at the same time of acceptance, the following documents:
- historical certificate of registration to C.C.I.A.A. or equivalent certificate in case of foreign entities;
 - substitutive declaration under articles 46 and 47 of Presidential Decree no. 445 of December 28, 2000, using the form attached to the Order and/or the Contract, with which the owner or the administrator with powers of representation of the Supplier, states the non-existence for himself/herself, for his/her cohabiting family members and for all the other persons specified by article 85 of Italian Legislative Decree no. 159/2011, paragraphs 1 to 2-outer, and for their cohabiting family members, of causes of prohibition, revocation or suspension referred to in article 67 of Italian Legislative Decree no. 159/2011 and subsequent amendments and additions.
- In the case of an Order issued in favor of temporary associations of enterprises, consortia or companies involved in a network contract or an Agreement signed by the same, the documents referred to in points (i) and (ii) above shall be provided by each of the parties participating in these forms of association. All the above is without prejudice to the obligation for the Supplier to maintain the documentation constantly updated, to promptly inform Powersoft about any changes regarding the documentation referred to in points (i) and (ii) above, and to resubmit the documents within the deadline set for the documentation already in Powersoft's possession and, in any case, after 6 (six) months from the receipt of the relative Order or from the signing of the relative Contract.
- 11.4. The Supplier undertakes to denounce to the Judicial Authorities any attempt of extortion, intimidation or conditioning of criminal nature, in any form it may be manifested, including against its own shareholders and directors, as well as the related family members.
- 11.5. If the Supplier fails to comply promptly with the provisions of this section, Powersoft shall be entitled to suspend payments and to terminate the Order and/or Contract, according to what provided under section 9.2 (ii), without prejudice to any further appropriate action that Powersoft may take to protect its rights.
- 11.6. In relation to Supplier's liability, the Supplier shall maintain during the term of the Order and/or Contract (and shall provide Powersoft, at the latest upon acceptance of the Order and/or conclusion of the Contract, with the relevant certificate) adequate insurance policies with a leading insurance company, of the "Contractor's all risks" type, covering product liability and third-party liability, with a limit of coverage at least Euro 1.500.000.00 (one million five hundred thousand/00).
- 11.7. The aforementioned policies shall hold the insurance company liable even after their expiration for damages ascribable to actions or omissions or circumstances occurred during the term of the policies. In the event of suspension or termination of the aforementioned policies, the Supplier shall immediately notify Powersoft with at least 30 (thirty) days notice, without prejudice to Powersoft's right to require and obtain from the Supplier, at any time, documentary evidence of the validity and effectiveness of the insurance policies.
- 11.8. Any exclusions, deductibles and/or insufficient insurance limits compared to those stipulated in the aforementioned policies shall remain the full responsibility of the Supplier. Therefore, in the event of damage exceeding the limit, the Supplier undertakes as of now to bear the excess.
- 11.9. The stipulation of the aforementioned insurance policies shall in no case relieve the Supplier from its civil and criminal obligations and liabilities. Should the Supplier fail to stipulate or maintain the required insurance policies, the same shall be obligated to indemnify and hold Powersoft harmless from all claims or demands for damages related to events that should have been covered by specific insurance pursuant to this section.
- 11.10. The Supplier shall promptly notify its insurance company of any claims within the legal or contractual deadlines.
- 11.11. Insurance coverage shall also expressly be valid in the event of gross negligence on the part of the insured party and gross negligence or willful misconduct on the part of the natural persons for whose acts the Supplier shall be liable under the law and/or the provisions of these T&C.
12. **FORCE MAJEURE**
- 12.1. In any case of force majeure that the Parties are not able to foresee using due diligence, the parties shall be entitled to request the suspension and the resumption of the execution of the Order and/or Contract within a term to be determined by mutual agreement.

- 12.2. Events of force majeure are, by way of example only, wars, revolutions, sabotage, epidemics, explosions, fires, natural disasters, restrictions on the use of energy, embargoes, countywide strikes called by the trade unions to which the parties belong, requirements of civil and military authorities and any other element that may not be predicted using due diligence.
- 12.3. In the cases referred to in section 12.2 above, delivery terms shall be extended for a period corresponding to the working days lost due to occurrence of the force majeure events.
- 12.4. The Party who cannot perform its obligations or who may not benefit from other Party's performance due to a force majeure event undertakes to notify to the other Party, within 7 (seven) days from the occurrence of said event, the date on which the force majeure event occurred and the date on which it presumably will cease its effects.
- 12.5. Should the occurrence of force majeure events delay the progress of other works already scheduled in close association with the delivery of the goods affected by such events, the Supplier shall take all action and apply all remedies in order to minimize such delay to any extent possible. In the event of negligent omissions by the Supplier, any additional costs which Powersoft may incur shall be exclusively charged to the Supplier, without prejudice to the right to compensation for any damage suffered by Powersoft.
- 12.6. Should the events of force majeure continue for more than 30 (thirty) days, the Parties shall be entitled to terminate the Order and/or Contract according to the provisions of section 9.2(i) hereof.

13 RIGHT OF INSPECTION

- 13.1. Powersoft shall, at any time, have the right to conduct audits at the Supplier's premises both on the manner of execution of each Order and/or Contract and, within this framework, on compliance with these T&C, and on the quality system implemented within the Supplier's organization. In order to check the progress and quality of the workings necessary for the fulfillment of the relevant Order and/or Contract, the Supplier shall - without prejudice to its liability in this respect - allow Powersoft's delegates and Powersoft's customers delegates to access to its workshops, factories or, in any case, places where the Order is executed.
- 13.2. The delegates referred to in section 13.1 may perform all tests deemed appropriate in order to verify that the Products and/or Custom Products supplied comply with the Order and/or Contract.
- 13.3. The costs incurred for the tests, if the Products and/or Custom Products do not comply with what is described and/or provided for in the Order and/or Contract, will be borne exclusively by the Supplier.

14 ASSIGNMENT OF ORDERS AND/OR CONTRACTS

- 14.1. The Supplier shall not assign any Order and/or Contract without the prior written consent of Powersoft, in the absence of which the assignment shall not be effective against Powersoft.

15 ASSIGNMENT OF CREDITS AND FACTORING

- 15.1. The Supplier shall not assign, including under a factoring contract, the credits accrued or that it may accrue, as a result of the Order and/or Contract, against Powersoft. Any exceptions shall be agreed and approved in writing by Powersoft from time to time.

16 PROHIBITION OF ADVERTISING

- 16.1. The Supplier is prohibited from disseminating any form of publicity referring to Supplies made to Powersoft.
- 16.2. Notwithstanding this prohibition and at its sole discretion, Powersoft may grant, from time to time, specific authorizations for forms of advertising to be carried out in the manner prescribed by Powersoft itself, it being understood that, in the event of failure to comply with the aforesaid procedures, Powersoft may order the Supplier, who shall immediately comply with such request, to cease all forms of advertising.

17 COMMUNICATIONS

- 17.1. Unless otherwise set forth in the Order and/or Contract, all communications to be sent to Powersoft under these T&C as well as under the Order and/or Contract itself, shall be sent to the e-mail address acquisti@powersoft.it or to the different e-mail address related to the transmission of the Order and/or Contract, and shall be written on letterhead and signed at the bottom, also by means of digital signature, by the legal representative of the Supplier or by a Supplier's authorized representative. Next to the signature, the name and surname of the person signing and his title shall be clearly indicated by stamp or printed characters.
- 17.2. Any communication made not in compliance with section 17.1 above or, in any case, without the information requested therein, will be without any effect and, consequently, the same shall be deemed as not given and, as such, not enforceable against Powersoft, which shall not make any communication about it.

18 CODE OF CONDUCT AND ORGANIZATIONAL MANAGEMENT AND CONTROL MODEL

- 18.1. The Supplier undertakes to comply and ensure that its collaborators and any sub-suppliers/sub-contractors authorized by Powersoft comply with the principles of the Code of Conduct and of the Organization, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001 (Implementing the 1997 ECD "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions") adopted by Powersoft, published and publicly available on the "Corporate Governance - Documents and Procedures" section of Powersoft's website. In case of breach of the aforementioned obligations by the Supplier, Powersoft shall be entitled to terminate the Order and/or the Contract pursuant to article 1456 of the Italian Civil Code, without prejudice to any other judicial action that Powersoft may take.

19 CONFIDENTIAL INFORMATION

- 19.1. In order to correctly execute each Order and/or Contract, the Supplier (hereinafter referred to as the "Receiving Party") may receive from Powersoft (hereinafter referred to as the "Disclosing Party") data and information of a technical, financial, commercial, managerial, administrative, legal and economic nature, including by way of mere example data, know-how, designs, models, plans, formulas, projects, procedures or processes, images, files, archives, databases, software and related source codes, materials, material samples, products, equipment and all related technical and functional specifications, which the Supplier should have access to before or after the date of signing and/or acceptance of the Contract and/or Order, directly or indirectly, including by accessing the documentation and/or goods of any kind supplied, following discussions or during the performance of activities connected with, related to or consequent upon the Contract and/or Order, regardless of whether they have been specifically identified as "confidential", "privileged" "classified" or "price sensitive", whether in written or oral form (hereinafter "Confidential Information"). All Confidential Information is of a confidential nature and is received and to be used solely for the purpose of performing the obligations under the Order, the Contract and/or these T&C.
- 19.2. The Receiving Party shall keep the Confidential Information properly protected and ensure its secrecy throughout the Order and/or Contract term and for a period of five (5) years following the termination of the Order's and/or the Contract's effects for any reason whatsoever. For this purpose, the Receiving Party undertakes to:
 - (i) not disclose, reveal or communicate the Confidential Information in any manner and for any reason to third parties without the prior written authorization of the Disclosing Party;
 - (ii) take all necessary and appropriate measures and precautions to prevent and preclude the unauthorized disclosure and use of the Confidential Information;
 - (iii) limit the disclosure of Confidential Information within its organization to only those employees whose functions require them to be aware of such Confidential Information;
 - (iv) inform employees of his organization who become aware of Confidential Information of the related confidentiality commitments;
 - (v) enforce and secure compliance with the duties deriving from this section 19 upon any third party to which the Supplier is required to transmit the Confidential Information, without prejudice to the liability of the Supplier to the Disclosing Party for any violation of the obligations set forth in this section 19 concerning the Confidential Information committed by such third party.
- 19.3. The Receiving Party does not acquire any rights to the Confidential Information.
- 19.4. The Receiving Party shall not:
 - (i) reproduce and/or copy the Confidential Information except to the extent expressly authorized by Powersoft;
 - (ii) patent any information or data contained in the Confidential Information;
 - (iii) develop for third parties and/or sell to third parties, for any reason, directly or indirectly, materials that it may have produced on the basis or making use of Confidential Information.
- 19.5. The Receiving Party undertakes to return, or, upon written request of the Disclosing Party, to destroy, in the event of termination or interruption for any reason of the Order and/or the Contract, all documents relating to the Disclosing Party and the Confidential Information in its possession.
- 19.6. It shall not be considered as Confidential Information the information that:
 - (i) is already known to the public in general;
 - (ii) is published or disclosed to the public in general, but not as a consequence of a violation of the confidentiality obligations set out in this section;
 - (iii) are disclosed by third parties having a valid reasons and/or duly entitled;
 - (iv) are developed by the Receiving Party independently and without any connection with the transfer of Confidential Information.
- 19.7. In addition to the provisions of this section 19, the Receiving Party may disclose Confidential Information in the event that it is expressly required by the law or by public authorities in the exercise of their functions. Should this be the case, the Receiving Party shall promptly notify the Disclosing Party of such disclosure and shall act for protecting, insofar as possible, the confidentiality of the Confidential Information.

20 PRIVACY

- 20.1. All personal data will be processed in compliance with the principles and obligations provided for by the current legislation regarding personal data protection and, in particular, by the Regulation (EU) 2016/679 (hereinafter "GDPR"), by the Legislative Decree 196/2003 as amended by Legislative Decree no. 101 of 10th August 2018 and by any other legislation on the processing of personal data in force and/or that may be subsequently issued, as well as in compliance with the provisions issued by the Italian Data Protection Authority and the European Committee for the Protection of Personal Data (hereinafter, the "Privacy Legislation").
- 20.2. The personal data of the other Party's employees and/or collaborators, which each Party shall have access to or that each Party shall in any case process within the terms and for the purposes of the conclusion and execution of the Order and/or Contract, shall be treated in compliance with the Privacy Legislation. In particular, the Parties recognize that each of them assumes the status of autonomous Data Controller and, for this purpose, they mutually undertake to:
 - (i) limit the personal data processing to the sole purpose mentioned above;
 - (ii) make personal data available to authorized employees and collaborators and only to the extent strictly necessary;
 - (iii) store personal data in compliance with the principles of proportionality and necessity and, in any case, until the processing purposes have been pursued;
 - (iv) ensuring the exercise of the rights granted to data subjects pursuant articles 12 et seq. GDPR, with particular attention to the rights relating to the disclosure obligation;
 - (v) implementing all necessary technical and organizational measures to ensure security level appropriate to the risk in accordance with the parameters set forth by the European Privacy Legislation (articles 32-35 GDPR).

- 20.3. The Supplier declares to have received from Powersoft the privacy documents with the contents required by articles 13 and 14 GDPR and undertakes to submit the same to its employees and/or its consultants and/or all the physical persons whose personal data may be processed by Powersoft in the execution of the Order and/or Contract assuming all responsibility and/or indemnifying Powersoft from any prejudicial consequences arising from the non-compliance with this section.
- 20.4. Powersoft undertakes to store and process the Supplier's personal data for the purpose and for the time strictly necessary for the execution of the Order and/or Contract, unless a different retention period is required by law.
- 20.5. In order to ensure an adequate level of protection of personal data, in the event that the processing of data is carried out by a Provider based in a country not belonging to the European Economic Area (EEA), the Parties hereby agree that they will use the Standard Contractual Clauses adopted by the European Commission in accordance with Directive 95/46/EC, as well as to any other contractual provisions or protective measures that may be established by the Italian Data Protection Authority.
- 20.6. Should the Supplier breach its obligations under this article, Powersoft shall be entitled to terminate the relevant Order and/or Contract in accordance with article 1456 of the Italian Civil Code, without prejudice to any other action necessary to protect its interests.

21 FINAL PROVISIONS

- 21.1. Without prejudice to the provisions of section 1.2 above, any amendment and/or derogation to these T&C, as well as of the particular terms and conditions of the Order and/or Contract, must be in writing and signed both by Powersoft and the Supplier, otherwise being ineffective and void.
- 21.2. The invalidity or ineffectiveness of any provision of these T&C shall in no case determine the invalidity or ineffectiveness of the whole T&C nor of the Order and/or Contract executed on the basis of these T&C. However, the Parties undertake as of now to negotiate in good faith in order to replace the provisions that are declared invalid or ineffective with others that are capable of bringing about, as far as possible, the same effects, with reference to the subject and purpose of these T&C.
- 21.3. Powersoft and the Supplier are and shall remain independent contract parties. No provision of these T&C and/or the Order and/or the Contract shall be interpreted to constitute a joint venture, partnership, consortium, association, company, relationship or any other relationship between Powersoft and the Supplier.
- 21.4. Failure or delay by either Party to exercise any of the rights, powers or faculties granted to it under these T&C shall not operate as a waiver of the same rights, powers or faculties. The eventual granting of extensions of time or other forms of deferral by one Party in favour of the other Party shall in no way modify the responsibilities identified in these T&C for each Party.

22 APPLICABLE LAW AND JURISDICTION

- 22.1. These T&C, as well as those particular set forth in the Order and/or Contract, shall be governed by the laws of Italy, with the express exclusion of the rules of international private law, the rules on conflict of laws, the United Nations Convention on Contracts for the International Sale of Goods and any other sources of law not expressly mentioned herein.
- 22.2. For all legal disputes concerning the interpretation and/or execution of these T&C, of the Orders and/or of the Contracts, including those relating to their validity, existence and amount of any credits due to Powersoft, the Court of Florence shall have exclusive jurisdiction, with the express exclusion of any other alternative or concurrent jurisdiction or venue. Such jurisdiction may not be derogated even in case of joinder of causes of action.

(The Supplier)

Name and title: _____

Signature: _____

Place and date: _____

In accordance to sections 1341 and 1342 of the Italian Civil Code, the Supplier expressly accepts the following sections of Powersoft Group General Terms and Conditions for Purchase of Goods: 1 (General Provisions); 2 (Orders and Conclusion of the Contract); 3 (Delivery of Products and/or Custom Products and transfer of ownership); 5 (Prices and payment terms); 8 (Supplier's Warranty and Liability); 9 (Withdrawal and Termination); 10 (Industrial and intellectual property); 11 (Contractual documentation, anti-mafia certification and insurance); 12 (Force Majeure); 13 (Right of inspection); 14 (Assignment of Orders and/or Contracts); 15 (Assignment of credits and factoring); 16 (Prohibition of advertising); 18 (Code of Conduct and Organizational, Management and Control Model); 19 (Confidential Information); 22 (Applicable Law and Jurisdiction).

(The Supplier)

Name and title: _____

Signature: _____

Place and date: _____