

## CERVED CCS - TERMS AND CONDITIONS

### 1. OBJECT

- 1.1. These terms and conditions (the "**Terms and Conditions**"), together with the order form signed by the Customer (the "**Order Form**") and any attachments, refer to and discipline the provision of business information services by **Cerved Group S.p.A.** ("**Cerved**") to the Customer, via the web platform called "Cerved Credit Suite" or "CCS".

### 2. DEFINITIONS

- 2.1. For the purposes of this Agreement, the terms and expressions listed below, when the first letter is capitalised, shall have the meaning attributed to them in this Paragraph or in any other clause of these Terms and Conditions. The terms indicated in the singular shall also include the plural and vice versa.

- **Archive**: means the archiving and consultation function of the reports requested by the Customer with the CCS Platform;
- **BI**: means the information provided by Cerved relating to a subject's property, economic, financial, credit, industrial and production aspects, drawn from public sources (such as public registers, lists, records or documents available to anyone), from sources publicly or generally accessible to everyone, from subjects authorised by law to distribute and supply the same and from the data subjects themselves and/or third parties as identified in the Order Form;;
- **Customer**: means the subject identified on the Order Form;
- **Code of Ethics**: means the code of ethics adopted by Cerved and available in the relevant section of the website [company.cerved.com](http://company.cerved.com);
- **Italian Data Protection Code**: means Legislative Decree No. 196 of 30 June 2003, as amended;
- **Supplementary Conditions**: means any terms and conditions, other than those referred to in the Agreement, governing the Customer's use of the updates and changes made by Cerved to the CCS Platform and/or to the Services which, unless otherwise agreed in writing between the Parties, shall prevail over the Agreement;
- **Agreement**: means, collectively, the Order Form and these Terms and Conditions;
- **Fees**: means the amounts indicated in the Order Form, that the Customer will pay Cerved for the provision of the Services, including and characterized by the BI, and for the access and use of the CCS Platform;;
- **IIPC**: means Legislative Decree No. 30 of 10 February 2005 laying down the Italian Industrial Property Code;
- **Login Credentials**: means the username and passwords required to access the CCS Platform and use the Services;
- **Help Desk**: means a support service, made available by Cerved to the Customer, to resolve any issues that Customers may encounter when using the CCS Platform;
- **Confidential Information**: means all information, news, documents, data, processes, projects, deeds and/or methods of any kind, and all the BI included in and characterising the Services, learned or obtained from the Customer and/or from a User in the context of the Agreement;
- **IT Infrastructure**: means, collectively, the hardware, software and the connection services used by the Customer use the CCS Platform;

- **Organizational Model**: means the organisation, management and control program adopted by Cerved pursuant to Legislative Decree No. 231/2001 which can be found in the relevant section of the Company website [cerved.com](http://cerved.com);
  - **Order Form**: means the order form signed by the Customer to which these Terms and Conditions apply and which contains the commercial conditions that Cerved applies to the Customer;
  - **Monitoring**: means the service that allows the Customer to automatically receive updates pursuant to changes to the BI that may occur after their request, for a defined period of time as set out on the Order Form;
  - **Parties**: means Cerved and the Customer;
  - **Partner**: means any third party, identified at Cerved sole discretion and cooperating with the latter to fulfil the obligations under the Agreement;
  - **CCS Platform**: means the website from which the Customer is able to request Services and BI;
  - **Intellectual Property**: means any intellectual and/or industrial property right, registered or unregistered, in whole or in part, worldwide, including but not limited to trademarks, patents, utility models, designs, domain names, know-how, copyrighted works, databases and software (including but not limited to, their extensions, source code, object code and interfaces);
  - **Points**: means the units of measurement used to price the Services whose nominal value is determined by the Parties in the Order Form;
  - **Rules**: means the rules, algorithms, customisations and decision-making strategies identified by the Customer, which, when applied to the BI, produce a decisional output (the "**Result**") that the Customer can use as an aid to determine its business strategies;
  - **Services**: means the task of collecting, processing and analysing the BI;
  - **User**: means every natural person, such as the representative, officer, employee or independent contractor of the Customer, authorised by the latter to log in to the CCS Platform on behalf of the Customer.
- 2.2. For the purposes of the Agreement, the definitions for "**Personal Data**" and "**Data Subject**" provided in the Italian Data Protection Code shall apply.

### 3. VARIATIONS

- 3.1. The terms and conditions of the Agreement shall also apply to any variations to the Services and to the updates and changes to the CCS Platform, unless they are accompanied by separate Supplementary Conditions.

### 4. CHARACTERISTICS OF THE BUSINESS INFORMATION

- 4.1. The Customer is aware that the BI are composed by and elaborated on the basis of (i) official information extracted from Infocamere, for which Cerved is the official distributor, (ii) information originating from public sources and/or publicly or generally accessible by anyone, as well as (iii) information provided by the data subjects themselves and/or third parties, and agrees to exclude any liability on the part of Cerved for any incompleteness and/or inaccuracy and/or defects of the BI not attributable to Cerved.
- 4.2. The Customer is aware that the BI, subject to legislation of primary and secondary level, may be subject to changes and adjustments and henceforth waives any exception in the event of variations to the aspects indicated. Cerved, indeed, is authorised to make all changes of a technical nature and/or concerning contents and/or characteristics with

respect to the BI included in the Services that may be necessary due to technical, organisational or legislation compliance reasons. The Customer expressly and henceforth waives raising any claim, action, or objection to that effect.

- 4.3. The Customer also acknowledges and accepts that any evaluation information processed on the basis of the BI and provided through the CCS Platform may not be used as the sole or predominant basis for its corporate, commercial, financial, economic and/or credit decisions, which remain within the exclusive remit and responsibility of the Customer.
- 4.4. The Customer acknowledges and accepts that the provision of the BI and the Services is non-exclusive and that, therefore, Cerved shall be free to use the BI in the context of its activities and may freely provide them to third parties.

## **5. CCS PLATFORM AND LOGIN CREDENTIALS**

- 5.1. Cerved grants to the Customer the access to the CCS Platform for the sole purpose of allowing the Customer to use the Services and access the BI using the Login Credentials, that shall be delivered by Cerved upon execution of the Agreement.
- 5.2. The Customer may use the CCS Platform and access the BI using the Login Credentials and is aware that knowledge of the Login Credentials by third parties would enable them to use the CCS Platform and access the BI. Therefore, the Customer undertakes, pursuant to article 1381 of the Italian Civil Code, for each User, not to surrender and/or disclose and/or allow any unauthorised third party to use the Login Credentials and to store them using the strictest confidentiality and diligence.
- 5.3. The Customer acknowledges that it is the sole and exclusive entity responsible for the correct use of the Software License and Login Credentials by each User. Therefore, Cerved shall not be held liable for any damage, loss, expense and/or financial prejudice incurred by the Customer and/or by third parties as a result of the Customer's and/or each User's failure to comply with the provisions under this Clause 5.
- 5.4. In the event that the confidentiality of the Login Credentials is breached for any reason (including but not limited to: loss or theft), the Customer must immediately notify Cerved using any means, subsequently confirming it by sending a notice in the manner provided for in Paragraph 23.2 below, to allow Cerved to disable those Login Credentials as soon as reasonably possible during business hours.

## **6. SERVICE LEVELS AND HELP DESK**

- 6.1. The CCS Platform is always accessible, except for unavailability caused by unforeseeable circumstances and cases of force majeure, ordinary and extraordinary maintenance or, in any event, impediments not caused by Cerved. Service delivery times may vary depending on the characteristics of the relevant Services as better described in the Order Form.
- 6.2. Cerved specifies that, as far as possible, ordinary and extraordinary maintenance interventions, will be carried out between 9.00 pm and 8.00 am, except in cases of force majeure.
- 6.3. As long as the Agreement is valid and enforceable between the Parties, in accordance with the procedures and schedules set out from time to time at its sole discretion, Cerved will provide the Customer with a Help Desk, whose contact specifications are indicated on the website [www.cerved.com/it/contatti](http://www.cerved.com/it/contatti).

## **7. CUSTOMER'S OBLIGATIONS**

- 7.1. By signing the Agreement, the Customer undertakes to:

- (a) pay Cerved the Fees payable under Clause 8 in accordance with the procedures laid down therein;
- (b) equip itself with an adequate IT Infrastructure suitable to install, upgrade, use the CCS Platform, as well as adapt the characteristics of the IT Infrastructure to any requests and instructions provided by Cerved on a case-by-case basis;
- (c) provide Cerved and/or its Partners and representatives with any information, support and assistance needed to set-up, install, implement and, where applicable, customise the CCS Platform;
- (d) use the Services, the BI that comprise and characterise them, the Results as well as the CCS Platform strictly within the limits set out in Clauses 4 and 5, respectively, of the Agreement; and
- (e) provide Cerved with all the information necessary to discharge the know-your-customer obligation (name, details of a valid personal identity document with photograph), in compliance with the provisions laid down in article 135 of the Consolidated Text of Laws on Public Security and of article 260 of Royal Decree No. 635/1940.

## **8. FEES**

- 8.1. To access and use the CCS Platform and to use the Services and the BI that comprise and characterise them, the Customer must pay the Fees through an early purchase of Points at their nominal value as defined in the Order Form and in the Terms and Conditions therein.
- 8.2. The Points purchased by the Customer may be deducted for the provision of the Services that the Customer or the User will require and/or use through the CCS Platform, in accordance with the procedures indicated in the Order Form, to be chosen among the following:
- i)* Straight-line: the Points will be debited in exchange for requests for Services and deducted from the total purchased according to the rates referred to in the Order Form;
  - ii)* Monthly instalments: Points will be deducted on a monthly basis from the annual total indicated in the Order Form according to predetermined quantities; and
  - iii)* Package: the Customer may purchase packages, thus charging the Points specified in the Order Form. The Customer will choose how these packages will be composed according to set Service types and quantities that the Customer may access using the procedures specified in the Order Form up to when the set quantities are finished.
- 8.3. When the Customer uses up the Points purchased during the validity of the Agreement, additional requests for Services through the CCS Platform will be possible only after purchasing additional Points that will be deducted in accordance with the procedures laid down in Paragraph 8.2 i) above.
- 8.4. The Customer acknowledges and agrees that, in the event of increases in State taxes and/or Land Registry Office duties, upon written notice to the Customer through the CCS Platform or in the manner described in Paragraph 23.1 below, Cerved will update the rates described in the Order Form applying them to all Services that the Customer will request starting from the upgrading date, as well as to additional requests made by the Customer before upgrading, and not yet processed at the moment of occurrence of such upgrading. Under the Terms and Conditions provided in Paragraph 16.2 below, the Customer shall be entitled to withdraw from the Agreement or from the individual Services concerned by the increase, effective retroactively up to the date of when the rates were upgraded. It is understood that where the Customer has not exercised that right within the time limits specified in Paragraph 16.2, changes in rates will be considered tacitly approved.

## **9. INTELLECTUAL PROPERTY**

- 9.1. The Customer acknowledges and agrees that all Intellectual Property rights on the Services and on the BI that comprise and characterise them, acquired through the CCS Platform in whole and in their entirety, including the logic, organisation principles and the media and/or documents on which they are provided, are and remain Cerved's exclusive property and that, therefore, their use is strictly limited to what is explicitly provided for in the Agreement.
- 9.2. The Customer expressly understands and acknowledges that all Intellectual Property rights on the CCS Platform, in whole and in their entirety, worldwide and including any supporting documentation, are and remain under the exclusive ownership of Cerved and/or its Partners or licensors.
- 9.3. Therefore, the Customer undertakes also in accordance with article 1381 of the Italian Civil Code, to ensure that each User uses the Services, the BI and the CCS Platform according to the strict limits set out in the Agreement and in full compliance with the Intellectual Property rights owned by Cerved and/or third parties.
- 9.4. Cerved and/or its Partners and/or licensors hold and shall continue to hold all rights in the trademarks, logos, names, domain names and distinctive signs in general associated with the Services, the BI and the CCS Platform. As a result, the Customer may in no way use them without Cerved's prior written authorisation.
- 9.5. The Customer undertakes, pursuant to article 1381 of the Italian Civil Code, to ensure that each User does not challenge, directly or indirectly, in court and/or out of court, the validity and ownership of the Intellectual Property rights covered by this Clause 9.

## **10. TERM**

- 10.1. The Agreement will be effective between the parties from the date of signing the Order Form and will last for the time shown on the Order Form.
- 10.2. Unless otherwise agreed in writing between the Parties, the Agreement may not be tacitly renewed.

## **11. EXPRESS TERMINATION CLAUSE**

- 11.1. Without prejudice to compensation for damages and subject to the provisions of Clause 19 below, Cerved reserves the right to terminate the Agreement by written notice sent via certified email address (PEC) and/or by registered letter with return receipt in the event of failure by the Customer and/or each User to comply with even one of the obligations referred to in the following Clauses: 5 (CCS Platform and Login Credentials), 7 (Customer's Obligations), 8 (Fees), 9 (Intellectual Property), 15 (Customer's Responsibilities and Representations), 21 (Confidentiality), 22.2, 22.3 and 22.4 (Personal Data Processing), 24 (Code of Ethics and Organizational Model), 26.3 (Assignment of the Agreement).

## **12. WITHDRAWAL**

- 12.1. Cerved reserves the right to withdraw from the Agreement at any time, at its sole discretion, by giving written notice to be sent to the Customer at least thirty (30) days prior to the withdrawal date in accordance with the procedure set out in Paragraph 23.1.
- 12.2. In the event where Cerved exercises its right of withdrawal for reasons other than those referred to in Paragraph 12.3 below, the Customer will be entitled to a refund of the unused Fees already paid.
- 12.3. Cerved also reserves the right to withdraw from the Agreement if the Customer is in default with respect to any of the additional agreements entered into by the Customer and Cerved and/or other companies controlled by Cerved, pursuant to article 2359, paragraph 1, of the Italian Civil Code including and not limited to the case in which the Customer has failed to punctually pay the agreed amount.

## **13. EFFECTS OF THE AGREEMENT'S TERMINATION**

- 13.1. If the Agreement is terminated due to the natural expiry of its term, Cerved will preclude the Customer and each User from the right to request and receive the provision of Services using the CCS Platform. However, the Customer and Users will retain the right to access the CCS Platform to consult the Archive and, if active, and only for a period of two (2) months after the Agreement's termination date, will continue to benefit from the Monitoring.
- 13.2. If the Agreement is terminated for any reason other than the natural expiry of its term, Cerved will disable the Login Credentials that are associated with the Customer, it will permanently preclude the latter and each User from accessing and using the CCS Platform, and the provision of all Services, including the provision of the Help Desk service, will immediately cease.
- 13.3. It is understood that upon termination, for any reason, of this Agreement, the Customer will continue to be responsible for the obligations specified in the following Clauses: 4 (Characteristics of the Business Information), 5.2 and 5.2 (CCS Platform and Login Credentials), 7.1 (c) (Customer's Obligations), 8 (Fees), 9 (Intellectual Property), 14 (Cerved Limitation of Liability), 15 (Customer's Responsibilities and Representations), 18 (Indemnification), 21 (Confidentiality), 22.2, 22.3 and 22.4 (Personal Data Processing), 23 (Notifications), 24 (Code of Ethics and Organizational Model), 25 (Governing Law and Jurisdiction), 26.2 (Entire Agreement), 26.4 (Forbearance), 26.5 (Severability Clause).

#### **14. LIABILITIES OF CERVED**

- 14.1. Cerved makes no representations and warranties, expressed or implied, as to the suitability of the CCS Platform and/or the Services and/or the BI to meet the Customer's needs or as to the circumstance of them being free from errors or having functionalities or characteristics other than those indicated in the Order Form.
- 14.2. Without prejudice to the mandatory legal limits in cases of fraud or gross negligence, Cerved cannot, under any circumstances, be held liable for any damages, losses and/or costs, direct or indirect, of whatever nature and extent, which the Customer and/or each User may suffer due to:
- (a) the use or non-use of the CCS Platform and/or the Services and/or the BI;
  - (b) data loss and/or damage to the IT Infrastructure resulting from the use of or non-use the CCS Platform;
  - (c) the use of the CCS Platform and/or Services and/or the BI in a way that is inconsistent with the provisions of the Agreement and/or laws and regulations applicable from time to time;
  - (d) any malfunctions of and/or failure to use the CCS Platform resulting from an inadequate IT Infrastructure that impedes the correct use of the CCS Platform itself; and
  - (e) any incompleteness and/or inaccuracies of the BI.
- 14.3. Without prejudice to the mandatory legal limits in cases of fraud or gross negligence, Cerved shall in no event be liable for any damages (direct or indirect), costs, losses or expenses that the Customer and/or each User may suffer as a result of cyber attacks, hacking and, generally, unauthorised access by third parties to the IT Infrastructure and, in general, to the Customer's and/or Cerved's computer systems, from which, without limitation, the consequences that follow may arise: (i) inability to use, all or part of the Business Platform Decision and/or the Services and/or the BI; (ii) loss of proprietary data of or data available to the Customer; and (iii) damage to the IT Infrastructure.
- 14.4. Without prejudice to Paragraph 14.2 and 14.3 above and without prejudice to the mandatory legal limits in cases of fraud or gross negligence, Cerved's liability towards the Customer and/or each User will never exceed the amount of the Fees paid by the Customer to Cerved in the year in which the event or omission, from which Cerved's liability arises, occurred or, in the event of a multi-year Agreement's, in the year preceding the one in which the event or omission, from which Cerved's liability arises, occurred.

## **15. CUSTOMER'S RESPONSIBILITIES AND REPRESENTATIONS**

- 15.1. The Customer declares that it intends to use the Services, the BI and the CCS Platform in the context of its business, craftsmanship, commercial or professional activities and that, therefore, the provisions of Legislative Decree No. 206/2005 on consumer protection do not apply.
- 15.2. The Customer undertakes to ensure that each User and, in general, its employees and/or independent contractors comply with the provisions of the Agreement. The Customer shall be exclusively responsible, including pursuant to article 1381 of the Italian Civil Code, for the work of such persons and shall also ensure the latter's compliance with all applicable laws.
- 15.3. The Customer undertakes to use the BI in accordance with the purposes of the Agreement and with the regulations from time to time in force, including on the protection of personal data, without in any way disrupting, abusing, limiting or otherwise violating the rights of third party data subjects. Failing that, it will be considered solely and exclusively responsible therefor.
- 15.4. The CCS Platform and/or the BI may not be used to file, store, send, publish, transmit and/or share data, programs or electronic documents that:
- (a) conflict or violate the Intellectual Property rights owned by Cerved and/or third parties;
  - (b) contain discriminatory, defamatory, slanderous or threatening content;
  - (c) contain pornographic, child pornography or obscene material or material contrary to public morals;
  - (d) contain viruses, worms, Trojan horses or other contaminating or destructive computer elements;
  - (e) constitute spamming, phishing and/or the like; or
  - (f) conflict with applicable laws and/or regulations.

## **16. UNILATERAL AMENDMENTS**

- 16.1. Cerved reserves the right to amend the Agreement at any time, by sending a written notice to that effect to the Customer in accordance with the procedures laid down in Clause 23.
- 16.2. No later than fifteen (15) days from receipt of the written notice referred to in Paragraph 16.1 above, the Customer shall be entitled to withdraw from the Agreement by sending a written notice by certified email (PEC) to Cerved and/or by registered letter with return receipt to that effect. In the event that the Customer does not exercise its right of withdrawal within the time limit indicated above, the amendments Cerved made to the Agreement shall be considered definitively and tacitly accepted.
- 16.3. If the Customer exercises its right of withdrawal under Paragraph 16.2 above, the Customer will be entitled to a refund of the share of the Fees already paid.

## **17. SERVICES DEVELOPMENT AND CHANGES**

- 17.1. Cerved reserves the right to modify at any time the range of Services offered, including by adding further services and making them available to the Customer under the conditions and for the term of the Agreement. The Customer will be made aware of these new Services and their rates in the manner that Cerved considers appropriate.
- 17.2. Cerved may also delete those services considered unfit from the range of Services covered by the Agreement, which are identified in in the Order Form, subject to notice using the procedures described in Paragraph 23.1 below or online on the website [www.cerved.com](http://www.cerved.com).

## **18. INDEMNIFICATION**

18.1. The Customer undertakes to indemnify Cerved and hold it harmless from any damage, cost, expense, claim, liability and/or expense, direct or indirect, including legal fees, that Cerved may suffer or incur as a result of the breach of the Customer and/or of each User, employee, independent contractor, of the obligations specified in the following Clauses: 5.2 and 5.4 (CCS Platform and Login Credentials), 6.3 (Customer's Obligations), 8 (Fees), 9 (Intellectual Property), 12.3 (Termination due to the Customer's default of other agreements with Cerved and/or its subsidiaries), 15 (Customer's Responsibilities and Representations), 21 (Confidentiality), 22.2 and 22.3 (Personal Data Processing), 24 (Code of Ethics and Organizational Model), 26.3 (Assignment of the Agreement).

## **19. INTERRUPTION AND/OR DISCONTINUATION**

19.1. Cerved reserves the right to interrupt or prohibit the Customer and/or each User from using the CCS Platform and from accessing the Services and the BI:

- (a) in all cases where Cerved is entitled to terminate the Agreement in accordance with Paragraph 11.1 above;
- (b) if so requested by a Court or administrative authority;
- (c) in the event where the Customer and/or each User breaches the legal obligations relating to the use of the Internet.

## **20. PARTNERS**

20.1. The Customer acknowledges and accepts that to fulfil all or some of its obligations under the Agreement, Cerved may avail itself of Partners selected at its sole and absolute discretion.

## **21. CONFIDENTIALITY**

21.1. The Customer acknowledges and expressly accepts, also in accordance with article 1381 of the Italian Civil Code, for each User, without prejudice to the mandatory legal limits and subject to Cerved's prior written consent, that it is prevented from any and every form of communication and/or direct or indirect disclosure of any and all Confidential Information.

21.2. With specific reference to the BI, in consideration of their nature as Confidential Information, the Customer undertakes, in accordance with article 1381 of the Italian Civil Code, also for each User, and in general for its employees and/or independent contractors:

- (a) to use them diligently and exclusively for internal business purposes; and
- (b) not to sell, supply, send, communicate and/or make them available, even partially, in revised or aggregate form, directly or indirectly, to unauthorised third parties, including the subjects to whom the BI refer, unless with Cerved's prior written consent or to fulfil legal obligations or Court orders or to exercise the right to defence.

21.3. Except in the case where the Confidential Information constitutes trade secrets in accordance with article 98 of the Intellectual Property Code, in which case the confidentiality obligation referred to in Paragraph 21.1 above will last in accordance to the relevant applicable discipline, the confidentiality obligations above will remain in force for the five (5) years after the Agreement's termination occurring for any reason.

## **22. PERSONAL DATA PROCESSING**

22.1. Cerved guarantees that the personal data that may be contained in the BI provided in the context of the Services may be lawfully accessed and used by the Customer for purposes related to the provision of the Services under the



Agreement, in compliance with the provisions in force of the Italian Data Protection Code and its Annex A.7 (code of conduct on the processing of personal data carried out for commercial information purposes).

- 22.2. The Customer undertakes to ensure that the obligations under the Italian Data Protection Code are fulfilled with regard to the processing of Personal Data both input by and/or obtained from the same Customer on the CCS Platform, in the context of the use of the Services covered by the Agreement; the foregoing with specific reference to the obligations of information and consent collection, where the cases of exclusion provided for by the Italian Data Protection Code (article 24, paragraph 1(c)(d)) are not applicable, also in relation to the data processing carried out by Cerved as data controller and service provider of commercial information under the cited Annex A.7 of the Italian Data Protection Code.
- 22.3. The Customer declares to know and undertakes to comply with the constraints and requirements laid down by the provisions of the Italian Data Protection Code and the Italian Data Protection Authority relating to the processing of Personal Data for direct marketing purposes (article 7, paragraph 4(b), and 140 of the Italian Data Protection Code), for telemarketing (Articles 129 and 130, paragraph 3-bis of the Italian Data Protection Code, and Presidential Decree No. 178/2010 establishing the Public Opt-out Register) and for unsolicited communications (article 130 of the Italian Data Protection Code), where the same Customer intends to use the Personal Data and the information related to users of electronic communications services, supplied among the BI acquired in the context of the Services.
- 22.4. The Parties, each to the extent applicable under the Agreement, undertake to hold each other harmless from any complaint, action or claim raised against a Party by data subjects and/or by any other subject and/or Authority as a result of any breaches of the Italian Data Protection Code and this Clause ascribable the other Party.

## **23. NOTICES**

- 23.1. All communications addressed to the Customer must be sent to the address indicated in the Order Form. It is understood that it is the Customer's specific responsibility to promptly notify Cerved of any changes to their contact details for the purpose of conveying notices under the Agreement.
- 23.2. Notices and communications to Cerved must be sent by certified email (PEC) to the address [cerved\\_assistenzaclienti@pec.cerved.com](mailto:cerved_assistenzaclienti@pec.cerved.com) or by registered mail with return receipt to the address of the registered office indicated in the Order Form.

## **24. CODE OF ETHICS AND ORGANIZATIONAL MODEL**

- 24.1. The Customer declares to have read and accepted the contents of the Organizational Model and the Code of Ethics and undertakes, in accordance with article 1381 of the Italian Civil Code, for each User, to strictly comply with the rules and procedures laid down therein, where applicable, and to promptly notify Cerved of any violation thereof.

## **25. GOVERNING LAW AND JURISDICTION**

- 25.1. The Agreement shall be governed by and construed in accordance with Italian Law.
- 25.2. Any dispute that may arise between the Parties in connection with the Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan.

## **26. FINAL PROVISIONS**

- 26.1. Any amendments or riders to the Agreement will be valid only if made and approved in writing by the Parties.
- 26.2. The Agreement contains the complete discipline of the relationship between the Parties with respect to the provision of the Services and the BI to the Customer by logging onto and using the CCS Platform, expressly supersedes any previous written or verbal agreements between the parties, and shall prevail over any conflicting or different terms and



conditions contained in the Terms and Conditions of the Customer's purchase/supply, attachments, orders, invoices and/or documents sent with administrative and/or accounting purposes.

- 26.3. The Customer may not assign the Agreement, unless with Cerved's prior written consent.
- 26.4. Any failure by Cerved to enforce the rights referred to in the Agreement may not in any way be construed as a waiver of such rights, in relation to which Cerved may demand at any time their performance by the Customer.
- 26.5. Without prejudice to the provisions of article 1419 of the Italian Civil Code, the invalidity or ineffectiveness of one or more Clauses of the Agreement shall in no way entail the invalidity or ineffectiveness of the whole Agreement.

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The Client declares and acknowledges that it has carefully read, examined and specifically approved the following Clauses of the Agreement: 4.1, 4.2 (Business Information), 5.2 (CCS Platform and Login Credentials), 8.4 (Fees), 9.5 (Intellectual Property), 10 (Term), 12 (Withdrawal), 14.2, 14.3 e 14.4 (Liabilities of Cerved), 19 (Interruption and/or Discontinuation), 25 (Governing Law and Jurisdiction), 26.2 (Full Agreement), 26.5 (Partial Invalidity), therefore the provisions of articles 1341 and 1342 of the Italian Civil Code shall not apply.