

GENERAL TERMS AND CONDITIONS

Cerved Group S.p.A. (“**Cerved**”) with registered office at Via dell’Unione Europea 6/A – 6/B, San Donato Milanese (MI), Tax Code and VAT No. 08587760961, registered in the Milan Companies Registry under No. 2035639, is a company that provides, directly or through investee companies, subsidiaries or partners: business information, rating, media monitoring and data processing services; software and applications for linking and managing databanks; decision-making systems; credit assessment, management, and collection services; assistance and consulting services in the corporate, marketing, and market research area.

1. OBJECT

- 1.1. These general terms and conditions (the “**General Terms and Conditions**”), together with the order form signed by the Customer (the “**Order Form**”), the special contractual conditions for the services indicated therein (the “**Special Conditions**”) and, if applicable, the project document for the consulting services (“**Project**”) constitute the “**Agreement**” and refer to and discipline the provision of the services indicated in the Order Form by Cerved and/or on its behalf, in the case of specific types of service, by its investee companies and subsidiaries or partners.

2. DEFINITIONS

- 2.1. For the purposes of this Agreement, in addition to the terms and expressions specifically set out under the individual Special Conditions, when the first letter is capitalized in any document in the set of agreements, those listed below shall have the meaning attributed to them in this paragraph or in any other clause of these General Terms and Conditions. The terms indicated in the singular shall also include the plural and vice versa.
 - **Affiliates**: means all Cerved investee companies or subsidiaries that provide a Service or collaborate with Cerved to meet obligations under the Agreement;
 - **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 authorized by law to distribute and supply the same, from surveys of those subjects, and from Data Subjects and/or third parties;
 - **Business Information**: means the activity consisting in the provision of information and/or evaluation services based and characterized by BI;
 - **Business Line**: refers to either the line of Business Information services or to the line of Credit Collection services offered by Cerved and/or the Affiliates;
 - **Code of Ethics**: means the code of ethics adopted by Cerved and available in the relevant section of the website company.cerved.com;
 - **Commercial Information**: means the activity of supplying information and/or assessment services based on and characterized by BI;
 - **Confidential Information**: means all information, news, documents, data, processes, projects, deeds and/or methods of any kind, as well as Login Credentials, BI included in and characterizing the Services, and information regarding credit collection activity, exchanged between the Parties in the context of the Agreement and the Services;
 - **Credit Collection**: means the service, including all activities and performance, including ancillary, aimed at collecting the Customer’s unpaid receivables within or outside the country, through extrajudicial activity and/or activities supported by legal actions handled by attorneys;

- **Customer**: means the subject identified on the Order Form;
- **Customer Area**: means the section of the website www.cerved.com accessible to the Customer using their Login Credentials to access the Services, receive communications and at any time view technical documents, product sheets, and price lists applicable to the Services they have purchased;
- **Customer Care**: means the service that Cerved makes available to Customers to provide first level assistance to resolve or report any problems to the responsible second level structures related to the business and administrative/contractual relationship between the Parties, the supply of Services, and the use or functioning of the Platforms;
- **Fees**: means the amounts indicated in the Order Form and/or the Special Conditions and relative annexes, that the Customer undertakes to pay Cerved for provision of the Services;
- **IIPC**: means Legislative Decree No. 30 of 10 February 2005 laying down the Italian Industrial Property Code;
- **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);
- **IT Infrastructure**: means, collectively, the hardware, software and the connection services used by the Customer to access the Services;
- **Login Credentials**: means the username and passwords Cerved provides to the Customer that are required to access the Customer Area and Platforms for providing the Services;
- **Organizational Model**: means the organization, 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 company.cerved.com;
- **Order Form**: means the order form signed by the Customer to which these specific General and Special Terms and Conditions apply for the types of Services they indicate, which contains the specific commercial conditions that Cerved applies to the Customer;
- **Parties**: means Cerved and the Customer;
- **Partners**: means other companies to whom Cerved and/or the Affiliates outsource the provision of all Services and/or the performance of individual activities related to the Services, their supply to the Customer, and in general the fulfilment of obligations under the Agreement;
- **Platforms**: means all websites and software applications that Cerved makes available to the Customer in order to use the Services offered through the Agreement;
- **Points**: means the units of measurement used to price the Services whose nominal value is determined by the Parties in the Order Form;
- **Privacy Laws**: means EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data (**GDPR**), and Italian Legislative Decree No. 196 of 30 June 2003, including its Annexes, as amended by Legislative Decree No. 101/2018 (hereafter also the “**Italian Privacy Code**”), as well as any decision of the competent data protection authority;

- **Services:** means all activities performed by Cerved and/or the Affiliates in execution of the Agreement, including but not limited to: collection, processing, analysis and provision of BI or other informational services; credit management and collection; provision of application solutions, and consulting activities. They are identified in detail in the Order Form and if necessary in the Project and are governed by the relevant Special Conditions;
- **User:** means every natural person, such as the representative, officer, employee or independent contractor of the Customer, authorized by the latter to access the Services on behalf of the Customer.

2.2. For the purposes of the Agreement, the definitions for “**Personal Data**” and “**Data Subject**” provided in the GDPR shall apply.

3. SERVICES

- 3.1. The Customer is aware and agrees that Cerved, the Affiliates and/or Partners will provide the Services in accordance with the law in force and applicable at the time, under the conditions and terms established in these General Terms and Conditions, in the Special Conditions applicable on a case by case basis, and in the Order Form or Project, and is the sole party responsible for verifying and assessing the suitability of each Service in based on its needs and purposes.
- 3.2. The Customer acknowledges and agrees that the supply of the Services subject to the Agreement is not exclusive, and therefore Cerved will be free to provide them to third parties.
- 3.3. The Customer guarantees compliance with the provisions of the Agreement and undertakes to use the Services exclusively within the sphere of its business and professional activities, and will refrain from engaging in any action aimed at allowing third parties to make improper use of the Services.

4. CHARACTERISTICS OF THE BUSINESS INFORMATION

- 4.1. The Customer is aware that the Services may contain and be characterized by the presence of BI based on (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 not attributable to Cerved.
- 4.2. The Customer is aware that the BI are subject to legislation of primary and secondary level and may undergo changes and adjustments and henceforth waives any exception in the event of variations to the aspects indicated. Cerved is thus authorized 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, organizational or legislation compliance reasons. The Customer hereby expressly 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 within the sphere of the Services 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 is also 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. LOGIN CREDENTIALS

- 5.1. For the purpose of allowing access to the Customer Area and use of the Services that involve access and use of Platforms, Cerved shall provide the Customer with Login Credentials within the time frames established under the Special Conditions.

- 5.2. The Customer acknowledges that it is the sole and exclusive party responsible for each User's proper utilization of the Login Credentials, also pursuant to Article 1381 of the Italian Civil Code, and therefore undertakes to store them using the strictest confidentiality and diligence and not to give them and/or reveal them to any third party and/or permit any unauthorized third party to use them.
- 5.3. Cerved and/or the Affiliates 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 24.2 below, to allow Cerved to disable those Login Credentials as soon as reasonably possible during business hours.

6. SERVICE LEVELS AND MAINTENANCE WORK

- 6.1. Service delivery times vary depending on the characteristics of the relevant Services and the specific information in the Special Conditions, the Order Form, and/or the Project.
- 6.2. Cerved specifies that, as far as possible, ordinary and extraordinary maintenance work on Platforms or its systems will be carried out between 9.00 pm and 8.00 am, except in cases of force majeure.

7. OUTSOURCING

- 7.1 The Customer hereby authorizes Cerved and/or the Affiliates, at any time while the Agreement is in force and at their complete discretion, to outsource the activities under the Agreement or instrumental to providing the Services, upon a simple written notice to the Customer.

8. CUSTOMER CARE

- 8.1 For the entire term of validity of the Agreement, Cerved will provide a Customer Care service to the Customer on every business day of the year, Monday through Friday from 8.30 am to 5.00 pm, with contact details available at www.cerved.com/it/contatti.

9. CUSTOMER'S OBLIGATIONS

- 9.1. By signing the Agreement, the Customer undertakes to:
- (a) pay Cerved the Fees payable under Clause 10 in accordance with the procedures laid down therein;
 - (b) provide Cerved and/or the Affiliates with all data, information and documents in the original hard copy or in digital format, complete and correct in accordance with the law and in the manners and formats set out under the Special Conditions, that are necessary to properly carry out the activities subject to the Agreement and for the Customer to make use of the Services;
 - (c) equip itself with an adequate IT Infrastructure suitable to use Platforms and make use of the Services, as well as adapt the characteristics of the IT Infrastructure to any requests and instructions provided by Cerved on a case-by-case basis;
 - (d) use the Services strictly within the limits set out in the General and Special Terms and Conditions.

10. FEES

- 10.1. The Customer undertakes to pay the Fees for the Services in the manners set out in the Order Form, the Special Terms and Conditions, and the relevant annexes.

- 10.2. Upon signing the Agreement, the Parties shall specify in the Order Form the quantity of Points purchased, the price per Point, the quantity of Points respectively used for the two Cerved Business Lines of Business Information and Credit Collection, the price lists applicable to the Services requested by the Customer, as well as the manners of deducting Points from the total purchased by the Customer.
- 10.3. Unless the Parties establish different terms of payment, the deduction of Points from the total purchased by the Customer and invoicing of Fees may be accomplished according to one of the following procedures, as indicated in the Order Form, according to the applicable price lists available to the Customer in the Customer Area:
- i)* Pre-payment: upon signing the Agreement, taking into account the Services requested by the Customer, the Points will be deducted in the amount set out in the Order Form;
 - ii)* Monthly instalments: Points will be deducted on a monthly basis from the total purchased according to the quantities provided in the Order Form;
 - iii)* Actual figures: the Points will be invoiced according to a schedule specified in the Order Form based on the Customer's actual consumption, aligned with the price list and the applicable price per point the Parties specify in the Order Form.
- 10.4. One time only while the Agreement is in force, the Customer may transfer a determined quantity of Points from one Business Line to another, up to 10% of the Points the Order Form attributes to the Business Line from which they are transferred. The Customer may request a transfer beyond that limit, up to 20%, which Cerved may approve at its discretion. For example, the Customer may decide to allocate a determined quantity of Points, initially purchased for the line of Business Information Services, to the line of Credit Collection Services, and vice versa. The transaction will be formalized through a special form that refers to the Agreement.
- 10.5. The Customer may also decide to allocate a certain quantity of remaining Points under this Agreement to a subsequent purchase of a Cerved service other than the Business Line that is governed by a special order form or commercial offer or by special contractual conditions. This shall be formalized with Cerved through a special form for changing economic terms and conditions.
- 10.6. When the Customer uses up the Points purchased during the validity of the Agreement, the Fees due for additional access to the Platforms and additional requests for Services will be paid either after purchasing additional Points that will be deducted in accordance with the procedures laid down in Paragraph 10.3 above or, if no additional Points are purchased, through issuance of an invoice for the actual cost.
- 10.7. The Points purchased must be used within their term of validity under the Order Form, either 12 (twelve), 24 (twenty-four), or 36 (thirty-six) months. Upon expiry of one of these terms, Cerved will have the right to withhold and permanently retain the entire remaining equivalent quantity of points not used and will owe no compensation or reimbursement to the Customer. Points may not be given away or sold and, in case of the Customer's receivership, arrangement with creditors, or bankruptcy, they will be considered invalidated with no reimbursement.
- 10.8. If the Customer purchases Credit Collection services, Cerved will have the right to receive variable fees from the Customer. These fees accrue from the date the receivable was assigned and are based on the amount directly or indirectly collected, in accordance with the technical operating annex to the Special Terms and Conditions or, in its absence, with the price list. Variable fees are also due for partial collection, payments made before assignment of the credit to be collected, return of the goods at the invoice price, settlements or set-offs, adjustment of credit through bills or direct or third party checks or issuance of credit notes. The Customer shall pay this component of the Fees in the manners indicated in the Order Form.

- 10.9. The Customer shall pay the variable fees even if the credit collection mandate is revoked, unless this occurs within 24 (twenty-four) hours after the assignment.
- 10.10. All expenses related to management and provision of the Credit Collection services shall be paid by Cerved and/or the Affiliates, and the Customer shall pay nothing in addition to what is provided under this clause, except for out-of-pocket expenses, taxes, fees, and additional costs related to legal actions filed by appointed attorneys, which Cerved will bill to the Customer.

11. INTELLECTUAL PROPERTY

- 11.1. The Customer acknowledges and agrees that all Intellectual Property rights on the Services, on the data, the information and the BI that may comprise them, on the Platforms or the software, in their entirety, including the logic, organization principles and the media and/or documents on which said Services are provided, are and remain the exclusive property of Cerved and/or the Affiliates and/or the third parties to which they belong and that, therefore, their use is strictly limited to what is explicitly provided for in the Agreement.
- 11.2. Therefore, the Customer undertakes also in accordance with article 1381 of the Italian Civil Code, to ensure that each User uses the Services, the data, the information, the BI, the Platforms and the software according to the strict limits set out in the Agreement and in full compliance with the Intellectual Property rights owned by Cerved, the Affiliates, and/or third parties.
- 11.3. Cerved and/or the Affiliates hold and shall continue to hold all rights to the trademarks, logos, names, domain names and distinctive signs in general associated with the Services, data, information, BI, Platforms and software. As a result, the Customer may in no way use them without prior written authorization from Cerved and/or the Affiliates.
- 11.4. 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 Paragraph 11.

12. TERM

- 12.1. 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.
- 12.2. Unless otherwise agreed in writing between the Parties, the Agreement may not be tacitly renewed.

13. EXPRESS TERMINATION CLAUSE

- 13.1. Without prejudice to compensation for damages and subject to the provisions of Paragraph 20, 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 following Paragraph: 3 (Services), 5.2 and 5.4 (Login Credentials), 9 (Customer's Obligations), 10 (Fees), 11 (Intellectual Property), 17 (Customer's Responsibilities and Representations), 22 (Confidentiality), 23 (Personal Data Processing), 25 (Code of Ethics and Organizational Model), 27.5 (Assignment of the Agreement).

14. WITHDRAWAL

- 14.1. 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 24.1.
- 14.2. In the event where Cerved exercises its right of withdrawal, the Customer will be entitled to a refund of the unused Fees already paid.

14.3. 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 Affiliates of 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. In this case, the provisions of Paragraph 14.2 above will apply, subject to Cerved's right to set-off.

15. EFFECTS OF THE AGREEMENT'S TERMINATION

15.1. If the Agreement is terminated due to the natural expiry of its term or for any other reason, Cerved will preclude the Customer and each User from the right to request and receive the provision of Services and to access the Platforms and/or software, disabling the Login Credentials associated with the Customer, unless otherwise provided in the Special Terms and Conditions.

15.2. 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 3 (Login Credentials), 9.1 (d) (Customer's Obligations), 10 (Fees), 11 (Intellectual Property), 16 (Responsibilities and Representations of Cerved and the Affiliates), 17 (Customer's Responsibilities and Representations), 20 (Indemnification), 22 (Confidentiality), 23 (Personal Data Processing), 24 (Notices), 25 (Code of Ethics and Organizational Model), 26 (Governing Law and Jurisdiction), 27.3 (Entire Agreement), 27.6 (Forbearance), 27.7 (Severability Clause).

16. LIABILITIES AND REPRESENTATIONS OF CERVED AND THE AFFILIATES

16.1. Cerved makes no representations and warranties, expressed or implied, as to the suitability of the Services and/or the Platforms and/or the data, information, and BI to meet the Customer's needs, purposes and goals or as to the circumstance of them being free from errors or having characteristics and/or functionalities other than those described in the Order Form, the Special Terms and Conditions, and the relevant technical annexes.

16.2. Without prejudice to the mandatory legal limits in cases of fraud or gross negligence, Cerved and/or the Affiliates 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 Services and/or Platforms and/or information, data, or BI;
- (b) inaccuracies in calculations regarding the credit collections assigned by the Customer;
- (c) inaccurate and/or untruthful data, information and documentation provided by the Customer under Paragraph 9.1 (b);
- (d) inaccuracies in the information provided when performing activities subject to the Credit Collection Services and any actions, omissions, negligence and/or delays in communicating information or, more generally, in performing their functions;
- (e) the actions or conduct of appointed collectors and attorneys, with the Customer given full authority to take the necessary actions directly against them, provided that no dispute and/or complaint may be used as a reason for failure to pay Cerved and/or the Affiliates what they are owed under the Agreement;
- (f) data loss and/or damage to the IT Infrastructure resulting from the use or non-use of the Platforms;
- (g) use of the Services and/or Platforms and/or BI in a way that is inconsistent with the provisions of the Agreement and/or laws and regulations applicable from time to time;

- (h) any malfunctions of and/or failure to use the Platforms resulting from an inadequate IT Infrastructure that impedes the correct use of such;
- (i) any incompleteness and/or inaccuracies of the information provided to Cerved and/or the Affiliates or information and/or BI obtained within the sphere of the Services.

- 16.3. Without prejudice to the mandatory legal limits in cases of fraud or gross negligence, Cerved and/or the Affiliates 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, unauthorized 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 Services; (ii) loss of proprietary data of or data available to the Customer; and (iii) damage to the IT Infrastructure.
- 16.4. Without prejudice to Paragraph 16.2 and 16.3 above and without prejudice to the mandatory legal limits in cases of fraud or gross negligence, the liability of Cerved and/or the Affiliates 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 the liability of Cerved and/or the Affiliates 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 the liability of Cerved and/or the Affiliates arises, occurred.
- 16.5. Cerved represents that in executing the Agreement and providing the Services, it will use employee and non-employee staff working under regular contracts, and it undertakes to pay employees, under the terms it has agreed with them, the wages, contributions and insurance benefits due for the Agreement execution period.

17. CUSTOMER'S RESPONSIBILITIES AND REPRESENTATIONS

- 17.1. The Customer declares that it intends to use the Services and Platforms 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.
- 17.2. 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.
- 17.3. The Customer undertakes to use the Services 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.
- 17.4. The Services and/or Platforms 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.

18. UNILATERAL AMENDMENTS

- 18.1. Cerved reserves the right to amend these General Terms and Conditions, Special Terms and Conditions, and/or Order Form, Project and the relevant annexes at any time, by sending a written notice to that effect to the Customer in accordance with the procedures laid down in Paragraph 24.
- 18.2. No later than fifteen (15) days from receipt of the written notice referred to in Paragraph 18.1 above, the Customer – except for any amendment of technical annexes or annexes related to personal data protection issues, including but not limited to the disclosure and agreement on data processing – shall be entitled to partially withdraw from the Agreement for the Service affected by the amendments, by sending a written notice by certified email (PEC) to Cerved and/or by registered letter with return receipt. In the event that the Customer does not exercise its right of withdrawal within the time limit indicated above, the amendments Cerved made shall be considered definitively and tacitly accepted.
- 18.3. If the Customer exercises its right of withdrawal under Paragraph 18.2 above, the Customer will be entitled to a refund of the share of the Fees already paid for the Service.

19. SERVICES DEVELOPMENT

- 19.1. Cerved reserves the right to modify at any time the range of Services offered, by changing existing services and their functionalities or 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.
- 19.2. 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 24.1 below or online in the customer area of the website <https://launchpad.cerved.com/it/applications>.
- 19.3. In the situation under Paragraph 19.2 above, the Agreement will cease to be effective solely for the Service deleted, and the Customer will have the right to a refund of the portion of Fees already paid and not used for the individual Service eliminated or to apply it to additional Services under the Agreement.

20. INDEMNIFICATION

- 20.1. The Customer undertakes to indemnify Cerved and the Affiliates and hold them harmless from any damage, cost, expense, claim, liability and/or expense, direct or indirect, including legal fees, that Cerved and/or the Affiliates 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: 3 (Services), 5.2 and 5.4 (Login Credentials), 9 (Customer's Obligations), 10 (Fees), 11 (Intellectual Property), 14.3 (Termination due to the Customer's default of other agreements with Cerved and/or its Affiliates), 17 (Customer's Responsibilities and Representations), 22 (Confidentiality), 23 (Personal Data Processing), 25 (Code of Ethics and Organizational Model), 27.5 (Assignment of the Agreement).

21. INTERRUPTION AND/OR DISCONTINUATION

- 21.1. Cerved reserves the right to interrupt or prohibit the Customer and/or each User from using the Services, individually or as a whole, and from accessing one or all Platforms:
- (a) in all cases where Cerved is entitled to terminate the Agreement in accordance with Paragraph 13.1 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;
 - (d) if the Customer violates the law, even if this has not been definitively ascertained.

22. CONFIDENTIALITY

- 22.1. 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.
- 22.2. In consideration of the nature of the 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 it diligently and exclusively for internal business purposes; and
 - (b) not to sell, supply, send, communicate and/or make it available, even partially, in revised or aggregate form, directly or indirectly, to unauthorized third parties, including the subjects to whom the Confidential Information refer, unless with Cerved's prior written consent or to fulfil legal obligations or Court orders or to exercise the right to defence.
- 22.3. Except in the case where the Confidential Information constitutes trade secrets in accordance with Article 98 of the IIPC, in which case the confidentiality obligation referred to in Paragraph 22.1 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.

23. PERSONAL DATA PROCESSING

- 23.1. Personal Data exchanged between the Parties during execution of the Agreement generally will be processed by each Party, in their capacity as Data Controller, only for the purposes indicated in the Agreement and for the relevant performance, as well as to comply with any EU and national laws, in accordance with the Privacy Laws, which the Parties undertake to comply with, guaranteeing, insofar as they are respectively responsible, to meet the relevant obligations and to take adequate organisational and technical measures for the protection and security of Personal Data. In the event they are required to process the other Party's Personal Data in order to perform the specific Services subject to the Agreement, each Party hereby undertakes to act as Data Processor under Article 4, paragraph 1 no. 8) of the GDPR, and to sign a special personal data processing agreement with said Party under Article 28, paragraph 3 of the GDPR, at no additional cost to any Party. If, in order to perform the specific Services subject to the Agreement, the Parties instead jointly determine the purposes and means of processing the Personal Data, they undertake to sign a joint data control agreement under Article 26 of the GDPR, at no additional cost to any Party.
- 23.2. If they are acting as Data Controller, the Parties mutually guarantee that any personal data processed in the context of the Services may be lawfully accessed and used for purposes related to them, in compliance with the provisions in force of the Italian Privacy Law. More specifically, the Customer guarantees that the obligations under the Privacy Laws are fulfilled with regard to the processing of Personal Data both input by and/or obtained from such on the Platforms, in the context of the use of the Services covered by the Agreement; the foregoing with specific reference to the obligations of prior disclosure to the Data Subjects under Article 13 of the GDPR and, if necessary, consent collection under Articles 6 and 7. Cerved guarantees that the Personal Data collected, used and disclosed to the Customer for provision of the Services subject to the Contract will be processed by Cerved itself in accordance with the specific rules of ethics and conduct that govern Commercial Information activities under the Privacy Laws.
- 23.3. The Customer declares to know and undertakes to comply with the constraints and requirements laid down by the provisions of the Privacy Laws and the Italian Data Protection Authority relating to the processing of Personal Data, specifically for direct marketing purposes, using both automated and non-automated methods, and to telemarketing, (with regard to both the Privacy Laws, Law no. 5/2018, and Presidential Decree No. 178/2010), where the same

Customer intends to use the Personal Data and the information related to Data Subjects and/or to users of electronic communications services, obtained within the context of the Services.

- 23.4. 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 Privacy Laws and this Clause ascribable to the other Party.

24. NOTICES

- 24.1. 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.
- 24.2. Notices and communications to Cerved must be sent by certified email (PEC) to the address cerved_assistenzaclienti@pec.cerved.com or by registered mail with return receipt to the address of the registered office indicated in the heading.

25. CODE OF ETHICS AND ORGANIZATIONAL MODEL

- 25.1. 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.

26. GOVERNING LAW AND EXCLUSIVE JURISDICTION

- 26.1. The Agreement shall be governed by and construed in accordance with Italian Law.
- 26.2. 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.

27. FINAL PROVISIONS

- 27.1. Any amendments or riders to the Agreement will be valid only if made and approved in writing by the Parties.
- 27.2. These General Terms and Conditions may be subject to exceptions and additions under the Special Terms and Conditions and the Order Form. If the provisions of the General Terms and Conditions and the provisions of the Special Terms and Conditions are incompatible, the latter will prevail exclusively in relation to the specific Service governed by the Special Terms and Conditions.
- 27.3. The Agreement contains the complete discipline of the relationship between the Parties with respect to the provision of the Services, 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.
- 27.4. The provisions of these General Terms and Conditions also apply to any changes in Services, as well as to updates and amendments made at the discretion of Cerved and/or the Affiliates, unless they are accompanied by independent supplementary conditions.
- 27.5. The Customer may not assign the Agreement, unless with Cerved's prior written consent.
- 27.6. 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.



27.7. 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.