GENERAL TERMS AND CONDITIONS OF SALE VAR GROUP

(I) PROVISIONS COMMON TO ALL SUPPLIES

(1) INTRODUCTION AND DEFINITIONS

These General Conditions of Sale ("General Conditions") govern all contractual relationships in place and those that will be negotiated between Var Group S.p.A, with registered office in Empoli (FI), Via Piovola 138, C.F. and P.IVA. 03301640482 and the Customer, except for possible derogations which must in any case result from a written deed. These General Conditions constitute a contract between Var Group and the Customer, which cancels and replaces any previous contract, agreement, understanding or commitment between the parties with similar content. These General Terms and Conditions are considered accepted by the Customer even if they differ from any general or particular conditions of purchase of the Customer, which must therefore be considered derogated. Any contrary practice, even if repeated and tolerated, which may be followed for certain businesses or customers, may not in any case derogate from, limit or exclude the application of the General Conditions and shall not entail any waiver by Var Group to enforce the rights enshrined in them in its favour. These General Conditions shall apply to all future contracts and/or purchase orders concluded between the parties, even where not expressly referred to. It is understood that in the event of incompatibility or conflict between the provisions contained in the Order and/or Contract as defined below and the provisions of these General Conditions, the former shall prevail, and the latter shall be considered as not applicable to the relative Order and/or Contract.
For the purposes of these General Terms and Conditions and the obligations arising therefrom, the following terms shall have the meanings specified below for each of them:

For the purposes of the present General Terms and Conditions. and the obligations hereof, the following terms have the meaning specified below for each of them:

i. *"**Goods**":* The Hardware and/or Software including, where provided for, the Warranty Extension.
ii. *"**Machines**"*: machines, devices and machine parts.
iii. *"**Order**"*: Var Group Order form or any other document prepared for this purpose by the Var Group and accepted by the Customer or by the latter directly formulated, that refers to the present Terms and Conditions and that is duly filled in and signed by the Customer and accepted by the Var Group.
iv. "***Terms and Conditions***": the present General Terms and Conditions.
v. "***Contract***": specific contract or commercial offer of supply to which the present Terms and Conditions apply.
vi. "***Technical Documentation***": means all specific Technical Documentation with which the Goods and/or Services must comply.
vii. *"**Warranty Extension**"*: the warranty extension issued directly by the Manufacturer of the Goods in which services strictly functional to use of the Goods are rendered;
viii. "***Var Group***" means the Parent Company Var Group S.p.A. and all the companies directly or indirectly controlled by and/or associated with the latter, under the terms of Art. 2359 of the Italian Civil Code, at the moment of conclusion of the Order and/or Contract, as well as those that will in future be controlled and associated.
ix. *"**License**"*: the right of use of the Software attributed by the owner ("Licensor") of the basic program and/or by the Manufacturer and/or, if autonomously classifiable, attributed by third parties and/or by Var Group on basic Software reprocessed.
x. "***Hardware***": the computers and electronic equipment better described in the Order and/or in the Contract.
xi. "***Seller***": Var Group S.p.A.
xii. "***Buyer***" or "***Customer***": the legal person that purchases Goods or Services from Var Group.
xiii. "***Manufacturer***": the legal person that manufactures the hardware and the software and directly provides maintenance and assistance services , including under warranty, if provided for in the Order and/or Contract.
xiv. "***Supply***" indicates indistinctly the sale of Goods or the supply of Services carried out by Var Group.
xv. "***Service***": this means one of the services covered by the present General Terms and

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Conditions, indicated in the Order and/or in the Contract and in the Technical Documentation if available;

xvi. "***Software***": The basic computer program (hereinafter "Program") or its reprocessing in a customized form for the Customer both better described in the Order and/or in the Contract.

xvii. "***Basic tariff***": this is the daily or hourly tariff applied to provision of the Service in ordinary hours (08 – 20),

xviii. "***Expenses***": these are those associated with travel (mileage refund) and those associated with lodging costs, based on submission of an expense account.

xix. "***Tax***": VAT or other taxes payable under current legislation at the moment of signing the Contract and/or issuing/accepting the Order.

xx. "***Call-out charge***": this is the flat-rate fee applied for all work carried out by the personnel off the Var Group premises.

xxi. "***Prices***": the prices may have the following invoicing methods detailed in the Order and/or Contract, also in combination:
   a) *Single payment* (in the case of lump-sum project with payment in advance).
   b) *Time & Materials* Periodically, measuring the time (in the case of Services performed on a daily or hourly basis).
   c) *Fixed-price* (in the case of price agreed for project with customised Services).

xxii. "***Data Center and Cloud Services***": set of hardware technologies, software and services managed that enable the user to save/store and/or process data (using CPU or software) through hardware/software resources distributed and virtualised on the web.

xxiii. "***Housing/Colocation***": rental to a customer of a physical space, generally in specific cabinets called racks, in which to insert infrastructure owned by the customer. In the case of Var Group. This infrastructure is hosted in a corporate Data Center or one legally available to the said Var Group, in which careful management of the hardware, software and infrastructural aspects is ensured.

xxiv. "***Data Transport***": data transport means the part of the service related to communication lines from and to the Provider's Data Center, the Customer's offices and from or to the Internet also while mobile.

xxv. "***Managed Services***": means ICT services provided by a Provider that remotely manages via a Data Center a customer's IT infrastructure and/or end-user systems,

xxvi. *"**ISP Services**":* domain registration and e-mail services, and other services typical of Internet Service Providers.

xxvii. ''***Connectivity***'': service related to communication lines from and to the Provider's Data Center or also from/to the Customer's Office.

(2) PURPOSE OF VAR GROUP'S ACTIVITIES

Var Group undertakes to supply on a mandate from the Customer, at the terms and conditions below:

- supplies of hardware and software Goods
- pre- and post-sales technical and IT assistance services
- IT and management consulting
- managed Services.

To performance of the aforesaid activities the following General Terms and Conditions apply.

(3) COMMERCIAL ORDERS

All Customer's purchase or assignment Orders shall be formulated in writing and are considered irrevocable purchase proposals, which are understood as accepted by Var Group only as a result of written acceptance sent by letter, e-mail, certified e-mail or fax.

Once the Order has been received from Customer, it is Var Group's right to accept it or not based on its own business, technical and organizational needs, and on the basis of elements capable of casting doubts about Customer's solvency or in the presence of negligence of the latter in providing the documentation necessary and required by Var Group. Execution of the Order by Var Group implies tacit acceptance of the Order.

Customer shall not make any request for compensation for damage or claims of any kind in the event of non-acceptance of its Order by Var Group, without prejudice to the right to have the price refunded, if already paid. The right to further claims and indemnities is expressly excluded.

Any Customer's purchase or assignment Order shall contain a declaration by the same of having read and accepted the present General Terms and Conditions, that govern the relationships with Var Group.

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(4) SHIPMENTS AND DELIVERY TERMS OF PRODUCTS OR PERFORMANCE OF SERVICES

Customer expressly acknowledges that it has chosen the Goods and the relevant Manufacturers responsible for manufacturing the Goods in a completely autonomous manner and under its sole responsibility.
Unless otherwise agreed in writing, the Goods shall be shipped ex works (Incoterms 2020), by carriers chosen by the Customer or identified by Var Group; unless otherwise agreed in writing between the parties, shipping and insurance costs for the Goods shall be charged to the Customer.
In shipments, pursuant to art. 1510 of the Civil Code, the risk for total or partial loss or accidental damage passes to the Customer from the moment the goods are handed over to the carrier or forwarding agent. In any case, Var Group shall not be liable for loss and/or damage from the moment of delivery of the Goods to the carrier at its warehouses. Similarly, Var Group shall not be liable for any delivery errors due to incorrect or equivocal indication of address by the Customer. All risks of shipment shall be borne by the Customer even if the contract concluded with the carrier derogates from Art. 1510 of the Civil Code. If dispatch is delayed due to circumstances attributable to the Customer or in any case due to any fact extraneous to Var Group, delivery shall be deemed to be carried out to all intents and purposes with the simple notice of readiness of the goods by Var Group and the Customer shall be solely responsible for all charges, expenses and any damages arising from such delay.
Ownership of the Goods shall pass to Customer upon their remittance to the carrier or shipper.
The delivery shall be considered as validly made, for all legal and contractual purposes, at the agreed place, even if the transport document is signed by Customer's employees and the Customer assumes the burden of organizing the collection and identifying the persons in charge, and ratifies the declarations signed by these persons.
From the date of delivery, any risk and liability relating to the Goods themselves, even if arising from unforeseeable circumstances or force majeure, shall be borne entirely by the Customer.
The terms for delivery of the Goods or performance of the Services, unless otherwise agreed in writing, are indicative and not essential to the interests of the parties.
Var Group reserves the right to fulfil Orders and/or Contracts also by means of deliveries or partial services; if the Customer intends to refuse any delivery or partial service, he must declare it in writing in advance.
If the fulfilment of the Order and/or Contract is rendered impossible or in any case more onerous due to causes beyond its control, Var Group may terminate the Order and/or Contract, communicating the reason justifying the termination.
In any case, in relation to the terms of delivery of the Goods or performance of the Services:

- Any delays by Var Group in the fulfilment of the Order and/or Contract shall in no way entitle it to claim compensation, indemnity or pecuniary disbursement;
- except in the case of derogations agreed in writing, Var Group does not recognize or accept binding delivery terms or contractual penalties for late deliveries or performance.

If provided for in the Order and/or Contract, the Goods are supplied together with the Warranty Extension and/or the Manufacturer's maintenance and assistance service (generally referred to as "Support"). In this case, the Customer undertakes, where applicable, to accept the terms and conditions of the Warranty Extension and/or the Manufacturer's maintenance and assistance service.
In case of sale of Software of Third Party Producers, the Customer agrees to accept the License Agreement (also called "End User License Agreement") in the manner provided therein.

(5) PAYMENTS

Unless otherwise agreed upon in writing in the Offer and/or in the Contract, in case of supply of Goods, the invoicing of the fees shall take place upon shipment of the same, even in case of partial shipments.
The price for execution of the Supplies is indicated in the Order and/or the Contract. The price must be understood as including all charges, costs, expenses or amounts due accrued in favor of Var Group for performance of the Supplies, irrespective of the intensity, duration of effective performance.
In the absence of punctual payment at the deadlines agreed, and without prejudice to Var Group's right to enforce the remedy pursuant to Art. 1460 of the Italian Civil Code suspending or interrupting all Supplies being executed, default interest in the amount set out by Art. 5 of Italian Legislative Decree 231/2002 shall be payable by the Customer. In any case, pursuant to Art. 1462 of the Italian Civil Code, the Customer shall not suspend in any way or for any reason the payment of the prices in progress, as all claims, actions or demands regarding the Supplies made by Var Group shall be made after correct

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and full payment of the amounts agreed.
In case of non-payment at the agreed deadlines, or any other event that determines or leads to suspicion of non-fulfilment by the Customer, Var Group will be entitled to declare the acceleration clause pursuant to Art. 1186 of the Italian Civil Code as having come into effect, making all Var Group's receivables from the Customer immediately enforceable; in this case, Var Group will have the right to suspend the delivery of the Goods not yet delivered or to terminate immediately for cause all contracts in force, with no indemnity, refund or obligation to compensate the Customer.
The same right, with the option to suspend or consider the contract terminated for cause with no obligation of indemnity or refund, is granted to Var Group if, before shipment of the Goods (even if related to an order already formally accepted), the ordering Customer is found to be doubtfully solvent or non-compliant with the economic and financial rating parameters established by the leading rating agencies operating on the market.
Acceptance of partial payment or the delay or failure by Var Group to exercise or enforce any of its rights under this General Terms and Conditions and Order or Contract shall not constitute or be deemed a waiver of Var Group's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
In of the Supply of recurring Services, that is Services that are repeated on a periodic basis for which payment of a service fee is envisaged, unless otherwise provided for in the Offer and/or in the Contract, the fee shall be revalued from year to year according to the Italian annual index of consumer prices recorded on the 365th day of the contractual term.
With respect to the Server Farm Services referred to in section (vi) of these General Terms and Conditions, unless otherwise provided in the Offer and/or the Contract, the service fee may be revised to take into account any increase in the cost of the electricity supplying the data centers in Var Group's legal possession, including the impact of any taxes or duties or if the cost incurred by Var Group for the operation of the electricity network supplying the data centers in its legal possession is increased by virtue of the payment of taxes, duties or other charges.

(6) EXCLUSION OF WARRANTY FOR HARDWARE AND SOFTWARE SUPPLIES AND RELATED SERVICES OF THE MANUFACTURERS

Sales of Hardware and Software made by Var Group regard Goods that are made by third-party Manufacturers and occur therefore with express exclusion of any form of warranty related both to good functioning and to the presence of redhibitory defects.
Var Group does not give any guarantee/warranty on the Goods sold and is therefore exempted from any specific warranty obligation, both under the terms of art. 1490 of the Italian Civil Code, and under the terms of Art. 1497 of the Italian Civil Code. The purchase of hardware, software or other IT applications from Var Group entails full application of the warranty conditions, also subject to the Warranty Extension, provided directly by the Manufacturers, of which the Customer may make use at any time in the terms and in the forms time to time established by them.
If the Customer purchases hardware and/or software maintenance and assistance services provided by the Manufacturer (e.g. service suites, care packs, License maintenance "support" services, etc..), the terms and conditions provided by the Manufacturer will apply in full and the Customer undertakes, now for then, if provided for, to accept their contents. Var Group does not assume any liability for any inaccuracies and/or non-correspondence of the technical characteristics of the Goods or of the software applications with respect to what is communicated by the Manufacturers. All commercial or advertising information provided by Var Group sales personnel before the purchase constitutes exclusively activity of orientation and support to Customers and does not replace or subrogate in any way the information on the technical specifications of the Goods that the Manufacturers advertise and communicate to the market.
Before proceeding with the purchase, the Customer has the specific obligation to assess, autonomously, the characteristics of the hardware and/or software Goods by consulting the related technical data sheets of the Manufacturer.
What is regulated in the present Clause 6 does not apply to sales of proprietary Software of Var Group or of its subsidiaries pursuant to Art. 2359 of the Italian Civil Code.

(7) SUPPLIES NOT CONTEMPLATED IN THE COMMERCIAL ORDER

If during execution of the Supplies it is necessary to carry out activities not contemplated in the Order and/or Contract, unless the Customer accepts to provide for their execution paying the necessary amounts in advance, Var Group shall have the right not to perform them.

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If execution by Var Group of certain Services does not offer a guarantee for the safety of its staff or for successful completion of the Supply, or in the event of non-agreement on the price payable for Supplies not contemplated in the offer, Var Group has the right to suspend the Supply itself, deciding not to complete the Order without any liability, fees or costs associated with such decision.
In this case, Var Group will be entitled to the amounts accrued for the activities executed up to then.

(8) METHODS OF PERFORMING AND EXECUTING THE SUPPLIES

During performance of the Supplies, both Var Group and Customer, if the latter is directly involved in the activity to be performed, undertake to use management, technical and working personnel, suitable and qualified, previously trained for the specific activity and in sufficient number in relation to the entity of the works and the delivery terms.
Customer shall, at its expense, ascertain in advance the state of conservation, storage and custody of the Goods and of the places owned by third parties involved in the Supplies agreed with Var Group.
The Customer shall schedule the work agreeing locally the activities in such a way as not to interfere with the activities of Var Group, and in such a way as not to cause the latter any work stoppage or interference.
Var Group undertakes to make all the Supplies agreed with its most suitable and sufficient organization, of personnel, equipment and accessories and with anything else that may be necessary for the most rational and perfect performance of the services in question.
In performance of the Supplies, Customer undertakes to make available to Var Group modern and efficient equipment compliant with the accident prevention laws in force, so that in no case will damage occur or nuisance be created for persons or property.
Customer undertakes in any case to indemnify Var Group against any claim that may be brought against it for any reason by personnel employed by it including cases of joint and several liability.
Var Group reserves the right to subcontract to third parties execution of the Supplies or parts of them; now for then, the Customer expressly authorizes Var Group to subcontract the execution of Services - including partially - under the terms of Art. 1656 of the Italian Civil Code.

(9) INDUSTRIAL AND/OR INTELLECTUAL PROPERTY RIGHTS

Customer shall use the Supplies provided by Var Group in compliance with the industrial and/or intellectual property rights of Var Group or of Third Parties.
Any material that is subject to industrial and/or intellectual property rights in favor of Third Parties and that is made available to the Customer through the supply, shall be used by Customer in compliance with such rights Customer assumes all liability in this regard, and undertakes, now for then, to indemnify Var Group and hold it harmless against any prejudicial consequence.
If Customer breaches industrial or intellectual property rights of Var Group and/or of Third Parties, Var Group reserves the right to terminate the contract for cause, without prejudice to the right to compensation for any damages.
In the case of supplies of Software of third-party Manufacturers, the Customer undertakes to accept and comply with the terms of the Licenses, which define the rights of use, the terms, the conditions, the limits of use of the Software and the liabilities of the Manufacturers of the Software. Customer acknowledges that such License agreements apply between the Customer and the said Manufacturers, excluding any liability of Var Group.

(10) LIABILITIES

Var Group shall not be liable in the event of delays and failure to perform the Supplies or malfunctions of the Goods and/or Services and/or interruptions in the provision of Services that are caused by (a) force majeure, (b) tampering or interventions on the Service or Goods, carried out by the Customer or by unauthorized third parties (c) malfunctions of the terminals used by Customer; (d) total or partial interruption of the Internet access service caused by telecommunications operators; (e) any other fact or circumstance not attributable to willful misconduct or gross negligence of Var Group.
Var Group, likewise, shall not be liable in the event of delays or malfunctions in execution of the Supplies and/or interruptions in the provision of the Services resulting from Customer's failure to comply with applicable laws or regulations (including laws or regulations on safety), and is relieved from any liability regarding the loss of data (partial or total) as a result of an intervention carried out on computer systems of Customer, as Customer shall save its data on magnetic media, optical or otherwise external in order to allow, in case of loss, its restoration. If Var Group's liability arises from or in connection with actions by a Third Party, the Customer may not demand from Var Group compensation more than that provided for in favor of Var

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Group itself in the contractual and non-contractual relationships with the same liable Third Party.
In any case, without prejudice to mandatory legal obligations, and except for the provisions of the following paragraph, should Var Group be held responsible for the total or partial non-fulfilment of its obligations deriving from the agreed contractual relationships, the total compensation due to the Customer shall in no way exceed 100% of the consideration referred to in the relevant Order and/or Contract.
If Var Group is deemed responsible for the total or partial non-fulfilment of its obligations relating to the server farm services under title (VI) "SERVER FARM" SUPPLY CONDITIONS, the total compensation due to the Customer shall in no way exceed 10% of the annual fee for the Service for which the specific damage is claimed. Moreover, in case of failure to reach the Service Level Agreements related to "SERVER FARM" SERVICES as per title (VI), the Client will be entitled exclusively to the service credits described in the Service Level Agreements attached to the Order and/or Contract, with exclusion, pursuant to art. 1382 of the Italian Civil Code, of the compensation for further damages.
Var Group cannot guarantee the unassailability of its own server farm or of the server farms in its legal possession used to provide Server Farm Services, just as it cannot guarantee the unassailability of its and/or the Customer's IT and telecommunications system and therefore cannot be held liable for any damages suffered by the Customer and/or Third Parties in the event of IT attacks (e.g.: viruses, malware, hacking, denial of service, etc.) under title (VI) CONDITIONS FOR THE SUPPLY OF "SERVER FARM" SERVICES.
With reference to the maintenance and assistance activities on the Customer's IT infrastructure and/or IT applications carried out by Var Group, the Customer undertakes to carry out the following activities prior to and in preparation for the aforesaid maintenance and assistance activities:

- Complete back-up of the data present on the hardware and software systems involved in the maintenance activities;
- Saving of configurations of the hardware and/or software systems involved in the maintenance.

Adoption of such precautions by Customer enables Var Group to operate in conditions of security as regards the data contained in the hardware and/or software systems involved in the maintenance and assistance, in case of an unexpected event during the activities that could cause a loss of the Customer's data. Customer acknowledges and recognizes that Var Group shall not be considered liable in the event of loss of Customer's data or hardware and software configurations due to the aforesaid maintenance and assistance activities. Customer undertakes to indemnify and hold Var Group harmless from all consequences arising from and/or connected and/or in any way related, for any reason whatsoever, to the performance of the maintenance and assistance activities or for any loss, expense, damage or liability that may arise for the Customer or to Third Parties.
Customer shall indemnify and hold Var Group harmless from any request, action, claim in any way made by Third Parties as compensation for damages. Under no circumstances shall Var Group, as a result of total or partial non-fulfilment of its obligations deriving from agreed contractual relationships, be held liable for claims for damages made by Third Parties against the Customer. Customer undertakes, as of now, to hold harmless and indemnify Var Group against any and every demand or claim by third parties for damages caused to the same by the Customer through use of the Goods and/or Services. Customer shall bear all the costs, compensation for damages and expenses, including any legal fees, that may arise from such liability actions and undertakes to inform Var Group if such action should be initiated against it.
In no event shall Var Group be liable for consequences due to special, consequential, indirect or similar damages, including loss of profits.

(11) ASSIGNMENT

Customer shall not assign or transfer (whether expressly or by operation of law) any contractual relationship with Var Group or its rights or obligations without the prior written consent of Var Group
In the event of non-compliance with this provision, Var Group shall havewell-grounded reasons to object to the notified, refusing to perform the remaining Supplies.

(12) TERMINATION

Var Group reserves the right to terminate the contractual relationships in force with its customers, at its own unchallengeable discretion without being required to pay compensation or indemnity for such termination, if one of the following events occurs:

a) transfer of the company or branch of the company or change of the branch of the company affected by the Supplies requested or agreed upon by Customer;

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b) committal for trial of a representative of the Client for offences relating to business management which, due to their nature and seriousness, affect the reliability and morality of the Client or are likely to cause damage or compromise, even indirectly, its image;
c) liquidation and / or interruption by the customer of its business activities or subject to individual procedures of forced expropriation or bankruptcy proceedings, arrangement with creditors, receivership or debt restructuring agreement under Article 182 of the bankruptcy law.

Var Group may exercise the right of termination with immediate effect as per this article by notifying Customer by registered letter with return receipt or certified e-mail.

(13) TERMINATION FOR CAUSE

Var Group reserves the right to terminate the Order and/or the Contract for cause, under the terms and for the purposes of article 1456 of the Italian Civil Code, by registered letter with return receipt or certified e-mail in the event that Customer fails to fulfil even one of the following obligations:

a) non-payment or delayed payment within the agreed deadline of the amounts payable as consideration as per Clause 5 on the payments;
b) breaches of the provisions of Clause 6 on warranties;
c) breaches of the provisions of Clause 9 on intellectual property rights;
d) breaches the provisions of Clause 11 on assignment;
e) breaches the provisions of Clause 15 on confidentiality;
f) breaches the provisions of Clause 19 on the administrative liability of legal persons..

Should the contract be terminated due to the Customer's fault, Var Group shall suspend the Supplies and retain, as a penalty, the sums already paid and shall be entitled to receive the sums already invoiced, even if not yet paid by the Customer, or to be invoiced; all this without prejudice, in favour of Var Group, to compensation for damages.

(14) PERSONAL DATA PROCESSING

With reference to the personal data processed in the context of the contractual relationships, each Party undertakes to process the personal data received from the other exclusively for purposes closely connected with and instrumental to performance of the obligations undertaken in the Orders and/or Contracts, in compliance with the provisions of the respective corporate policies and with the other applicable provisions pursuant to Regulation EU 2016/679 (hereinafter “GDPR”), in particular in relation to adoption of the security measures pursuant to Article 32 of GDPR.

Each Party undertakes to update and integrate- as far as it is responsible - its own data protection procedures in relation to the regulatory developments and to inform the other about any changes made. Any emergencies or irregularities that occur at any stage of the personal data processing related to the Order and/or Contract shall be promptly communicated between the Parties. To this end, Var Group declares that it has issued its privacy policy pursuant to Art. 13 GDPR.

If, in the context of the provision of services covered by the Order and / or Contract, Var Group carries out the processing of personal data of which the Customer is the data controller pursuant to art 4 GDPR, Var Group will act as data processor pursuant to art. 28 par. 4 GDPR and will abide by the instructions given by the Customer in the data processing agreement.

In the absence of instructions given by Customer by means of a data processing agreement, the following shall apply, with reference to the Order and/or Contract under which Var Group carries out the processing of personal data on behalf of the Customer:

- Customer, for the Service covered by the Order and/or Contract, appoints Var Group as "Data Processor" of personal data (art.28 GDPR), with the description of the tasks and duties that Var Group is required to perform and comply with by virtue of the role conferred to it for the entire duration of the Order and/or Contract and until any further term if provided.
- As a result of the aforementioned appointment, Var Group is authorized to process personal data exclusively to the extent and within the limits necessary to perform the activities assigned to it. Var Group has the power to perform all activities necessary to ensure compliance with data protection laws as well as the task of organizing, managing and supervising all personal data processing operations carried out for the purposes of performing the activities covered by the Order and/or Contract, subcontracting, if necessary, the performance of such activities to its subsidiaries, acting as "Sub-processors" specifically instructed pursuant to Art. 28 par. 4

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GDPR. In accordance with the requirements of the GDPR and Legislative Decree 196/03 (as amended), it is specified that Var Group shall be required to:

- process personal data only for the performance of the Services described in the Order and/or Contract, with the technical and security measures established therein, and in the technical specifications (if any) governing them, also complying with the principles enshrined in art. 5 GDPR;
- Appoint in writing the company personnel authorized to process Customer personal data as well as instruct the same personnel with reference to the processing activities connected to the provision of the Services identified in the Order and/or Contract, also ensuring that the authorized personnel is committed to confidentiality or have an adequate legal obligation of confidentiality;
- In order to ensure a level of security appropriate to the risk arising from the processing of personal data carried out on behalf of the Customer, taking into account the state of the art and the costs of implementation, as well as the nature, object, context and purpose of the processing, as well as the risk to the rights and freedoms of natural persons, adopt the measures under Article 32 GDPR;
- Comply with the conditions set out in paragraphs 2 and 4 pursuant to Article 28 GDPR regarding the need to appoint Sub-Processors where Var Group entrusts third parties with the performance of Services involving the processing of personal data;
- Process personal data exclusively within the European Union (EU) or the European Economic Area (EEA), refraining from transferring personal data outside the European Union (EU) or the European Economic Area (EEA), unless specifically instructed to do so by the Customer or in consideration of specific requirements related to the provision of Services to the Customer;
- Assist the Client in ensuring compliance with the obligations set out in Articles 32 to 36 GDPR , taking into account the nature of the processing and the information available to Var Group;
- At the Client's option, delete or return all personal data after the provision of the Services involving the processing of personal data on behalf of the Client has ended and delete any existing copies;
- Comply with the requirements of Article 33 GDPR in the event of a personal data breach;.
- Where applicable in light of the Services provided to the Customer, identify and designate in writing system administrators, in accordance with the provisions of Italian Data Protection regarding “Measures and arrangements applying to the controllers of processing operations performed with the help of electronic tools in view of committing the task of system administrator” of November 27, 2008 as amended in June 25, 2009, after evaluation of the characteristics of capacity, reliability and experience of the persons designated.

(15) AUDIT

During the pre-contractual phase, or in the commercial negotiation period aimed at signing the Contract, the Customer may perform, through a postal audit, a verification relating to the possession of the necessary and/or expected requirements for the supply covered by the stipulating contract ("Pre- contractual"). The Pre-Contractual Verification must be requested by the Customer within a reasonable timing in relation to the stipulation of the contract. Var Group reserves the right to carry out the request within a term of 21 (twenty-one) working days from the date of receipt of the request. The audit request, together with the verification documentation, must be sent by the Customer to the Quality&Compliance@vargroup.it e-mail address. The Customer acknowledges and accepts that if the aforementioned terms are not respected, Var Group will not be able to guarantee a reply to the postal audit by the date set for the signing of the Contract between the

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Parties. It is agreed that the Pre-contractual Verification may be carried out by a third consulting company delegated to do so by the Client, subject to contractual obligations of confidentiality or professional secrecy. During the period of validity of the Contract, the Customer may carry out, or have it carried out by a third company, subject to contractual obligations of confidentiality or professional secrecy, periodic checks, through postal audit or on-site audit, regarding compliance by the Supplier of the Contract, including the agreed requirements for the supply ("Contract Verification"). The audit request, specifying the verification methods (postal audit or on-site audit), must reach the Quality & Compliance department at the e-mail address Quality&Compliance@vargroup.it with prior notice of: • 21 (twenty-one) working days in the event of a postal audit; • 28 (twenty eight) working days in case of on-site audit. In the event of an audit request, the Customer must send, at the same time as the request, or in any case within 2 (two) working days from the request, the audit plan and related documentation (by way of example and not exhaustive: checklist, questionnaire, etc.). Any request for internal Var Group's documentation by the Customer, even if it is part of a periodic verification, will be carried out within the timescales scheduled by the postal audit. The periodic checks, carried out by postal audit or on-site audit, cannot be requested by the Customer more than once per contractual year. The third company, possibly appointed by the Customer, must not be a competitor of Var Group or its controlled Company used for the execution of the Contract. The on-site audit activities must be carried out during office hours and strictly adopting methods that do not interfere with Var Group's work, and also by: i. not compromising the security, confidentiality, integrity and availability of data stored in the Var Group's information systems; ii. not affecting the proper conduct of Var Group's business; iii. not to affecting the confidentiality of the corporate and commercial organization, as well as the secrecy of corporate information and technical-industrial experiences, including commercial ones, of Var Group; iv. ensuring that any access is carried out in compliance with the security measures adopted by Var Group. Var Group will facilitate the checks and will collaborate with the Customer, communicating all the necessary informations relating to Var Group and its controlled Companies involved (or which will be involved in the event of a pre-contractual audit) in the execution of the Contract, their structures, the related issues of compliance, as well as all other circumstances that characterize the supply. During the execution of the Contract, Var Group and the Customer may agree in written form that any checks may be entirely or partially replaced by certifications, reports or extracts from the same issued by independent bodies (eg: independent external auditors, internal audit, data protection officer, IT security department or quality controls) or suitable certification based on checks relating to the requirements necessary for the provision of the contracted service (e.g. in terms of quality, social responsibility, environmental safety, IT security, protection of personal data, etc.). If, following the Contractual Verification, non-conformities with respect to what has been contractually agreed should emerge, Var Group will adopt, at its own expense, all corrective actions, including any temporary solutions, necessary to obtain compliance within a reasonable time to be agreed in good faith with the customer. The costs of carrying out the verifications (both by postal audit and by on-site audit) will be fully borne by the Customer, including the costs arising from the use of third-party companies. It is understood that Var Group will bear the costs relating to the assistance provided during the aforementioned checks in full.

(16) CONFIDENTIALITY

For the purposes of the obligations set forth in this clause, the term "Confidential Information" shall mean data, technical, commercial and/or financial information, samples, drawings, design specifications, material specifications, calculation notes, operating manuals and, in general, documentation relating to products, technologies, software, know-how, trade secrets, activities, industrial processes and developments and other similar items of a confidential nature and owned by one of the parties that are transmitted by one party to the other for the purposes of execution of the Order and/or the Contract. The party that receives Confidential Information from the other party shall keep it confidential, using for this purpose every necessary caution; therefore, Confidential Information shall not be disclosed in any way to Third Parties and may be used exclusively for the purposes of the execution of the Contract. For the purposes of this article, a third party shall be understood to be any person other than one of the parties and their subsidiaries in accordance with article 2359 of the Civil Code. Each party warrants and guarantees to the other that said obligation of confidentiality has also been observed during negotiations. The Order and/or Contract is to be considered Confidential Information.

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The confidentiality obligations under this clause 15 shall not apply to Confidential Information that: (i) are legitimately known to the receiving party prior to their disclosure; (ii) are in the public domain or become so for reasons not attributable to the receiving party such information; (iii) are in the availability of the receiving party because the latter received them from third parties not bound by any obligation of confidentiality; (iv) have been independently processed by the receiving party without making use of Confidential Information; or (v) when the receiving party is obliged, by law and/or by a legitimate order of an authority, to disclose the content of the Confidential Information; in which case, however, the receiving party is expressly obliged to promptly inform the disclosing party, before doing so, of the due disclosure and the reasons thereof; in which case, again, the receiving party is obliged to use all possible care to keep confidential the content of the Confidential Information other than and in addition to the Confidential Information that is to be the subject of the disclosure to which the receiving party is obliged by law and/or by the lawful order of an authority.

(17) NON-SOLICITATION CLAUSE

Customer undertakes, for the duration of these General Terms and Conditions and for a period of 12 months from expiry of the same, not to hire or offer to hire any employee or consultant of Var Group or its subsidiaries who is involved in activities to which the Order and/or the Contract refers, even if the offer comes from the employee or consultant of Var Group or its subsidiaries to the Customer.
Likewise, Customer undertakes for the aforesaid period not to offer to any employee or consultant of Var Group or its subsidiaries involved in any activities to which the Order and/or the Contract refer, any relationship of collaboration, occasional or continual. If the Customer, in breach of the obligations hereof, hires, offers to hire, offers an occasional or continual relationship of collaboration to an employee of Var Group or its subsidiaries, Customer shall pay as a penalty, without prejudice to the right to compensation for any greater damages (for costs such as selection, recruitment, training of new personnel, and for damages suffered for interruptions to its projects in which the employee was involved) an amount equal to the gross total cost borne by Var Group or its subsidiaries for the said employee in the last month prior to termination of the employment relationship multiplied by twelve plus VAT at the legal rate if payable.
If the Customer, in breach of the present obligations, hires, offers to hire, offers an occasional or continual relationship of collaboration to collaborator of Var Group or its subsidiaries, the Customer recognizes and accepts expressly that it will be obliged to pay as a penalty an amount of € 50,000.00 plus VAT at the legal rate if payable.

(18) APPLICABLE LAW - JURISDICTION

The contractual relationships agreed with the Customer are governed by Italian law, whatever the place where the services or supplies agreed upon are to be performed and whatever the nationality of the Customer.
Any dispute relating to the execution, validity, interpretation and enforceability of the contractual relationships agreed with the customer is devolved to the exclusive jurisdiction of the Court of Florence, which will not be derogated from even for reasons of connection.

(19) GENERAL PROVISIONS

These General Terms and Conditions shall apply to all future negotiations between the parties, even if not expressly referred to
Any amendment to the General Conditions will be valid and effective only if made in writing and signed by or on behalf of an authorized representative of both Parties.
All contractual communications may be sent by e-mail or registered letter to the registered offices of the respective Parties and will be understood as validly made on reception of a confirmation sent by a non-automated operator or of the signature on the related record of delivery, as the case may be.
Non-exercise, at any time, by the Parties, of the applicable legal provisions, will not constitute a waiver of any of their respective rights.
Var Group reserves the right to assign, wholly or in part, its obligations or its rights to a third party or to its subsidiaries.
If any provision of these General Conditions should prove to be invalid or ineffective, its content shall be limited or deleted or reformulated in the terms strictly necessary to safeguard, in all other respects, the full validity and effectiveness of the General Conditions.
These General Terms and Conditions are intended to be stipulated for the exclusive benefit of its contracting parties and exclusively by them, to the exclusion of any third party.

(20) 231 CLAUSE

Customer declares that it is aware of the current legislation on the subject of administrative liability of legal persons and, in particular, of the provisions of Italian Legislative

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Decree no. 231 of 8 June 2001. In this regard, the Customer declares that it has read the Code of Ethics and the document "Principles of the 231 Model" prepared by Var Group and published on the website.
Customer declares that it has adopted and effectively implemented corporate procedures and has given instructions to its employees and/or collaborators suitable for preventing the commission, even attempted, of the offences in relation to which the sanctions provided for in the Legislative Decree of 8 June 2001 apply, No. 231 and shall maintain all of them effectively implemented for the entire duration of these General Conditions.
The Parties agree that failure to comply, even in part, with the above adoption and/or effective implementation constitutes a serious breach of these General Conditions. Consequently, Var Group reserves the right:
a) to suspend the execution of any contracts in progress, giving notice of this to the Customer by registered letter containing a summary indication of the news, including press reports, about factual circumstances or legal proceedings from which the non-compliance can reasonably be inferred, and/or
b) to withdraw unilaterally, even during performance, or to terminate all contracts in progress, to be exercised by registered letter containing a summary indication of the circumstances of fact or legal proceedings and evidence of non-compliance.
Exercise of the right, as per letters a) and b) above, will be at the Customer's charge, in any case charging it all the higher expenses and costs deriving or consequent and always without prejudice to the Customer's liability for any prejudicial event or damage which may occur as a result of non-compliance and the obligation to indemnify Var Group for any action by third parties arising from such non-compliance deriving or consequent to it.
Customer agrees to comply with and enforce all applicable anti-bribery laws, regulations and orders of the jurisdiction in which the Products are purchased based on these Terms. Customer agrees to comply with and enforce the United States Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act 2010 and the anti-bribery laws of the country in which the Products are purchased based on these Terms ("anti-bribery laws").

(II) TERMS AND CONDITIONS FOR THE SUPPLY OF HARDWARE MAINTENANCE SERVICES PROVIDED DIRECTLY BY VAR GROUP

(21) TERMS AND CONDITIONS

Var Group will provide the maintenance service during the availability periods set forth in clause "Methods of providing the maintenance service".
The maintenance service is provided to keep the Machines in or return them to regular operating conditions.
The maintenance includes the necessary adjustments and replacement of the maintenance parts that Var Group considers necessary.
The maintenance service is provided only in the context of the national territory and at the location indicated by the Customer.
Customer is responsible for putting in place specific procedures for the security and confidentiality of its data and for making back-up copies of the data before the maintenance work is performed by the Var Group personnel.

(22) METHODS OF PROVIDING THE MAINTENANCE SERVICE

The Maintenance Service will be provided by Var Group during the basic availability period (as defined in the article below "Basic Period and Optional Periods of availability of the maintenance service") or during the optional availability periods (as defined in the same article) chosen by the Customer among the alternatives available and specified in the Order and/or in the Contract.
The basic Service Level guaranteed to the Customer is of the NBD response type (response to the call within the next business day) and is to be considered valid for all Orders and/or Contracts in which nothing else has been specified.
Var Group will carry out, at the Customer's offices, the operations to deactivate any malfunctioning Machine, and to maintain the said Machine, or at its discretion, to replace it definitively with another of the same type. Var Group will also carry out the necessary operations to check the operation of the repaired Machine.
The Machines supplied by Var Group to definitively replace those purchased by the Customer, may also not be newly manufactured, provided that they are in correct operating conditions; they become the Customer's property and the ones replaced become Var Group's property.
At the moment in which a Machine becomes, as a result of replacement, property of Var Group, the Customer acknowledges that it will no longer be able to claim any right on the said Machine and guarantees that the same will be free of any charge, monetary or non-monetary, privilege, right of claim or any right of third parties,

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undertaking also to indemnify Var Group against any claim of third parties in this regard.
Customer will determine when the maintenance service is necessary for a Machine, based on the troubleshooting procedures specified in the manuals of the Machines.
The Machines covered by the Maintenance Order must be in use by the Customer, complete with all the parts provided for and in regular operating conditions at the moment when the Service begins; if not, Var Group will have the right to refuse legitimately the Maintenance Service.
All the Maintenance Services provided directly by Var Group on the Machines of the Manufacturers covered by the Order and/or Contract do not include the firmware updating service of the said Machines. The firmware updating service may be carried out exclusively by the Manufacturer of the Machines covered by the Maintenance Order and/or Contract. Therefore, the Customer, for updating the firmware, must contact directly the Manufacturer of the Machines.

(23) BASIC PERIOD AND OPTIONAL PERIODS OF AVAILABILITY OF THE MAINTENANCE SERVICE

In the cases expressly provided for in the article “Methods of providing the maintenance service”, the Customer may choose, in place of the basis period (as defined below), one or more optional periods of availability of the maintenance service according to the methods specified below.
The basic period of availability is a period of eight hours a day, from 8.30 to 18.00 of each weekday, from Monday to Friday.
Customer, by signing a specific contract, may choose, instead of the hours of availability of the basic period, one or more optional periods of availability of the maintenance service among the available alternatives agreed with Var Group.
The optional periods of availability of the maintenance service for each Machine must include the hours of the basic period and must be the same for each day; equally, the optional periods of Saturday and Sunday must be the same for all Saturdays or all Sundays.
Customer may change the period of availability of the maintenance service chosen by it only with effect from the first day after the end of the payment period and after giving Var Group written notice of at least thirty days.

(24) DURATION OF THE MAINTENANCE SERVICE

For all Machines, the starting date of the Maintenance Service will be that indicated in the Order and/or in the Contract.
Each of the parties may withdraw from the maintenance service, also for single Machines, after at least twelve months have passed from the start of the related Service. In this case, the party that intends to withdraw must communicate its intention by registered letter with recorded delivery or certified e-mail, to be sent with at least three months advance notice with respect to the expiry date of the contract; in the absence of this cancellation or in the event of late cancellation, the contract will continue for an equal period of twelve months.

(25) BASIC AND ADDITIONAL MAINTENANCE FEES

The maintenance fee includes:

- the basic maintenance fee, and
- any additional maintenance fee.

The basic maintenance fee is that related to the basic period of availability of the maintenance service. The additional maintenance fee is determined on the basis of any optional periods of availability of the maintenance service agreed with the Customer.
The maintenance fee applicable to each Machine, determined by Var Group for all its customers, is specified in the Order and/or in the Contract. The maintenance fee is determined by Var Group monthly.
The maintenance fee runs, for each Machine, from the starting date of the service as defined in the article “Starting date of the maintenance service”; if for a Machine the starting date of the service does not coincide with the first day of the month, the maintenance fee for this Machine will run from the first day of the next month.
The maintenance fee will be payable until the end of the related service according to the provisions in the article “Duration of the maintenance service”. If for a Machine the service end date does not coincide with the last day of the month, the maintenance fee for this Machine will be payable for the entire month.
All the Fees indicated are net of any duty or tax payable on the services. The amount of such duties or taxes is chargeable to the Customer and will be added to the Fees.

(26) ADDITIONAL CHARGES

If the Customer requests Maintenance Services, except for those provided for in the article “Services with Additional Charges” and the article “Exclusions”, which are

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performed out of the availability period agreed, the service will be provided charging the Customer the costs corresponding to the hourly rate fees in force at the date of the Service, considering in the cost the travelling time. The amount of these rates may be requested by the Customer at the moment of each call.

(27) CHANGES TO THE CONFIGURATION OF THE MACHINES, ADDITIONAL DEVICES, MODEL CHANGES

Any changes in the characteristics of the Machines, units and mechanisms connected and devices, as also the addition of devices or a change in the model of any Machine, will entail the automatic extension of the present Terms and Conditions to the modified Machine with the consequent change of the Basic Maintenance Fee. The Order to which reference will be made will be that of the original Machine.

(28) SERVICES WITH ADDITIONAL CHARGES

Services with additional debits are not included in the service pursuant to the present Terms and Conditions as defined in the article "Subject of the maintenance service" and, if provided, entail supplementary costs chargeable to the customer.
If services of this kind are requested, Var Group, according to availability may perform all or part of the same at the Var Group hourly rates for calls agreed in writing at the moment of the request; the parts, materials, waiting time and travelling expenses will be debited to the Customer.
Services with additional debits regard repairing faults or increases in the repair time caused by:

- non-availability of suitable premises, fitted with all the systems specified in the specific instructions of the manufacturers of the machines;
- use of the Machine for purposes other than those of data processing for which it was designed;
- accidental causes;
- calamities, including among other things fire, floods, water, wind or lightning;
- transport;
- negligence or wrong use, vandalism, theft or robbery;
- Changes (including among other things any modification of the structural, mechanical or circuital project of the Machine), connections (that is the mechanical, electrical or electronic connection together of incompatible Machines), maintenance work or replacements of parts carried out by personnel other than Var Group staff;
- use of auxiliary products that produce repetitive breakdowns.

(29) EXCLUSIONS

The Maintenance Service does not include the prices payable for the following activities:
1. the supply and replacement of auxiliary or accessory products or consumables such as print tapes-heads-units, cathode ray tubes, single sheet feeders, batteries and external power supply units, toner-developer-fuser, ink bands tapes and cartridges and everything considered consumable as defined by the Manufacturer unless otherwise specified in the order;
2. Painting or refinishing of the Machines, or the supply of materials for such work;
3. Work on electrical systems external to the Machines, maintenance or replacement of parts, changes, connections or other devices not provided by Var Group.

(30) FINAL PROVISIONS REGARDING HARDWARE MAINTENANCE SERVICES

Customer declares that it is the owner of the Machines listed in the Order and/or Contract or in any case is authorised by the owner to sign the said Order and/or Contract and dispenses Var Group from every and any liability in this regard, also in the case of claims by third parties.
Var Group Services not provided for in the Terms and Conditions will be supplied, if available, at the applicable Var Group rates for time and materials, current at the moment of performance or on the basis of a separate Var Group contract.

(III) CONDITIONS OF SUPPLY OF PROFESSIONAL, ASSISTANCE AND SOFTWARE DEVELOPMENT SERVICES.

(31) DURATION

The duration the professional Services of advice, assistance and development is established in the Order and/or in the Contract.

(32) PRICES AND PAYMENT

The basic tariffs of the Services may be changed, after written notice of three months. In addition, the Basic Tariff

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is subject to application of coefficients, which take into account inconvenient performance times and urgencies:

Effective tariff = Basic tariff * Corrective coefficient

Corrective coefficients	
Night hours (20.00 – 08.00)	1.5
Urgency within 12 hours	1.5
Night hours + urgency	2
Weekends and holidays (Sunday, Saturday and holidays)	1.7

The price indicated in the Order and/or Contract is understood as net of any taxes or contributions.
To make use of exemptions, the specific legal documentation must be delivered.
The method of payment is shown in the Order and/or Contract.
The price may be updated annually on the basis of the change in the FOI index prepared by ISTAT.
The Assistance Service at the customer's offices, if provided for, will be calculated for a minimum of an hour even if the duration is less; after the first hour has passed, the assistance will be calculated in indivisible multiples of hours.
If not otherwise specified in the Order, the Expenses and the travelling time taken by the personnel, multiplied by the tariff applied for the work, will be payable by the Customer.
Var Group reserves the right to increase the price payable applying the "call-out charge".

(33) PROVISIONS RELATED TO THE DEVELOPMENT OF CUSTOM SOFTWARE SOLUTIONS

Unless expressly stated in writing in the Order and / or Contract, Var Group undertakes to deliver the complete, functional and complete software solution compliant with the specifications contained in the Order and / or Contract and any project documentation, for acceptance by the Customer, giving written notice in order to allow the Customer itself to carry out the test. Within 7 (seven) calendar days from the communication by Var Group, the Customer shall report to Var Group any discrepancies and defects found. The test is considered passed with positive result in case of express written communication by the Customer or signing of a special acceptance report or if the Customer does not report defects within 7 (seven) calendar days from the aforementioned communication by Var Group.
In particular, in the cases listed below, the test will always be positive:
a) Absence of critical blocking errors (errors that totally block the use of the software solution according to the technical specifications) for the start of the software solution in production;
b) Productive use of the software solution by the Customer without having carried out the verification procedure.
If the Customer signals, within 7 (seven) calendar days from the aforementioned communication by Var Group, the presence of defects and irregularities of the software solution developed, Var Group undertakes to resolve, within the shortest possible time, any possible defect or defect . Following the communication by Var Group concerning the elimination of defects or discrepancies reported by the Customer, the Customer will perform a new test in the manner described above.
Var Group provides a guarantee of 12 (twelve) months from the date of testing with a positive result, for the discrepancies and / or defects that were not recognized or were not recognizable by the Customer using ordinary diligence. The warranty is in any case conditioned to the correct functioning of the hardware and its correct use and is effective only if the software solution or external systems with which the software solution is possibly integrated are not altered, modified or supplemented by parties other than Var Group and / or its possible subcontractors.
Customer can make requests for change of scope, to which the realization of greater activities is correlated with respect to the initial perimeter and to the technical specifications defined in the Order and / or in the Contract. In this case, Var Group will quote the additional activities requested by the Customer. Following acceptance by the Customer of the Commercial Offer relating to the aforementioned additional activities, Var Group will proceed with its execution. In case of non-acceptance by the Customer of the aforementioned Commercial Offer, Var Group will only perform the activities included in the initial perimeter and according to the technical specifications originally provided for in the Order and / or Contract.

(IV) CONDITIONS OF SUPPLY OF VAR GROUP PROPRIETARY SOFTWARE UPDATING SERVICES

(34) TERMS AND CONDITIONS

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The software Updating Service refers exclusively to i) original Programs granted with user licenses to the "*Buyer*" ii) and Programs identified in the purchase Order/Contract. The Updating Service does not apply if the "*programs*" have been modified for use and particular customizations requested by the "*Buyer*". The services not provided for may be supplied separately following a distinct written agreement, providing for the related additional costs.
The software Updating Service will be provided by Var Group which undertakes to make it available at its offices in office hours, on standard IT media or, at its discretion, through internet access.
Var Group will not deliver the updates or install them unless expressly indicated in the Order and/or in the Contract and in any case will not be liable for any delay in the delivery.
Var Group undertakes to proceed directly and in the shortest possible time to the Updating Service and to the modification of the Software every time the entry into force of new legal provisions on taxes, duties and contributions make it necessary.
No assistance, either via telephone or at the Customer, is included in the Service if not specifically indicated.

(35) DURATION

All software update contracts have a validity of 12 months, if not otherwise specified in the Order and/or Contract; the duration runs from the signing date and is tacitly renewed.

(36) PRICES AND PAYMENT

The price indicated in the Contract is understood as net of any taxes or contributions.
To make use of exemptions, the specific legal documentation must be delivered.
The method of payment will be agreed at the moment of the order. The price may be updated annually on the basis of the change in the FOI index prepared by ISTAT.
The telephone assistance Service, if provided for, will be calculated for a minimum of fifteen minutes even if the duration of the same is less; after the first fifteen minutes have passed, the assistance will be calculated fifteen minutes at a time for every subsequent period or fractions.
The Assistance Service at the customer's offices, if provided for, will be calculated for a minimum of an hour even if the duration is less; after the first hour has passed, the assistance will be calculated in indivisible multiples of hours. Travelling times and costs will also be considered.

(37) DELIVERY AND INSTALLATION

No type of delivery or installation is provided for if not agreed in writing in the Order and/or Contract.

(V) CONDITIONS OF SUPPLY OF VAR GROUP PROPRIETARY SOFTWARE LICENCES

(38) TERMS AND CONDITIONS

Var Group grants a user license to the Customer, which accepts, for the Software Application described in the Order and/or Contract at the terms and conditions presented herein.
The Software Application has been identified freely by the Customer which is solely responsible for the correctness of the purchase and for the correct use of the same in its corporate cycle, and Var Group shall not be liable for the correctness of the IT solution chosen by the Customer.
The User License is understood as non-exclusive and non-transferable by the Customer.
Customer shall use the Application Software only in the IT resources indicated in the Order and/or in the Contract.
Any change to the Software shall be agreed in writing with Var Group, which will have the right to debit separately the related cost.
The user license does not attribute to the Customer any right on the source code, and all the techniques, algorithms and procedures contained in the program and in the related documentation are confidential information owned by the Var Group and shall not be used by the customer for purposes other than those indicated in the Order and/or in the Contract.

(39) DURATION

The duration of the Software License Contract is determined in the Order and/or in the Contract.

(40) PRICES AND PAYMENT

The price indicated in the Order and/or Contract is understood as net of any taxes or contributions.
To make use of exemptions, the specific legal documentation must be delivered.
The method of payment will be that agreed in the Order and/or Contract.

(41) INSTALLATION

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If provided for in the Order and/or in the Contract, the installation will be carried out by Var Group or, in any case, under the control of specialized personnel of the same.

(42) GUARANTEES

Var Group guarantees, for the duration of one year, starting from the installation date, the correspondence and conformity of the Software with the characteristics and technical specifications indicated in the Order and/or Contract; for the validity of the guarantee the Customer, entitlement to the guarantee shall be lost, unless the Customer reports in a written form any faults of the product within 8 days from the date of their discovery and provides to Var Group the documentation needed to prove the existence of the alleged malfunction.
The guarantee obliges Var Group to correct, at its expense or, if necessary, to replace the parts of the Software Application affected by malfunctions; the work related to the guarantee will be carried out by Var Group with its specialized personnel during the normal working hours of the said personnel.
The guarantee refers exclusively to the correspondence and conformity of the Application Software indicated in the Technical Documentation; any complaints of the Customer related to the alleged unsuitability of the Software Application for uses related to its corporate cycle and for specific results not indicated in the Order are therefore excluded; the guarantee is, in addition, excluded in the following cases: a) if the Software Application is incorporated into other programs; b) if the malfunction occurred because they did not observe the operating rules; c) if it is ascertained that the malfunction of the Software Application is due to malfunctioning of the host system (hardware or operating system) or to modifications of the Software Application not performed by Var Group.

(43) CONFIDENTIALITY AND PROTECTION OF THE SOFTWARE

Var Group is the sole owner of the Software provided to Customer in execution the Order and/or Contract; Customer undertakes to maintain absolute secrecy over the content of the Software; Customer also undertakes to take all appropriate precautions to prevent personnel with access to the Software from violating the above obligation of secrecy; this obligation is effective also after termination, for any reason, of the Order and/or Contract.
It is expressly forbidden for the Customer to perform activities of disposition of the Software and, specifically: a) to disclose in any form the content of the Software; b) to copy (wholly or in part) the Software, either in a printed form, nor in machine-readable form, without prior written consent of the licensor; c) to transfer the Software to third parties - in any form; d) to incorporate the Software into other programs.

(VI) CONDITIONS OF SUPPLY OF SERVER FARM SERVICES PROVIDED BY VAR GROUP DATA CENTERS

(44) TYPE OF SERVICES PROVIDED

In the context of the server farm services, Var Group provides to its customers the following services:

- Dedicated servers: the dedicated server service enables the Customer to purchase or rent a server on which it can manage advanced applications and hosting of static or dynamic websites and for all uses that require processing power and memory;
- Virtual servers: the virtual server service enables the Customer to rent a portion of a server on which it can manage advanced applications and hosting of static or dynamic websites and for all uses that require processing power and memory, all as described in the purchase offer.
- Housing: The housing service enables the Customer to place its server in the Var Group data Centers
- Cloud Computing: the service enables the Customer to store/save and/or process data (via CPU or Software) thanks to the use of hardware and software resources distributed and virtualized in the network.

Customer acknowledges and accepts that, in provision of the Services listed above:

- Var Group does not guarantee that the Service is perfectly suited to particular purposes or in any case Customer's needs;
- Var Group does not provide any guarantee on the constant usability of the Service, which depends also on the specific structure of the network.

In the event that Customer has access to the security settings of its virtual server, server or Cloud and to management of the application, Var Group disclaims any liability for the eventuality of unauthorized access, deletion or other interference in the Customer's space.
Customer acknowledges that the Backup Service of Customer's data is not included in the basic package of "Server Farm" Services. Therefore, if the Backup Service is not specifically purchased and activated, Customer acknowledges and accepts that in the event of failures or

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malfunctions, a partial and/or total loss of Customer's data may occur; in order to prevent this from happening, it will be the Customer's responsibility, at its own care and expense, to backup and copy of any of its data.
Customer acknowledges that it is excluded any reimbursement or compensation or liability of Var Group for the Customer's failure to use services offered by Var Group, due to faults and/or breakdown of the software and hardware necessary to provide the abovementioned "Server Farm" Services.
Upon termination of the Order and/or the Contract for whatever reason, Var Group may suspend the related service with no further notice. Customer's data subject to Server Farm Services (including any Back Up Services activated) referred to in the Order and/or Contract will be stored and made available for return for a period of 30 days from the termination; once this period has passed in vain without the Customer having activated to obtain return, the data will be deleted. Customer holds Var Group harmless from any liability regarding the deletion or loss of the data contained therein occurred after the period mentioned above.

(45) CORRECT USE OF THE SERVER FARM SERVICES AND CUSTOMER OBLIGATIONS

Customer acknowledges that it is solely responsible for the contents entered, present, transited and/or stored on the recipient servers of the Service and undertakes to use the Service exclusively for lawful purposes permitted by the legal provisions applicable each time, by the rules of diligence, of morals and public order and in any case, without prejudice to any right of third parties.
Var Group is not obliged to check the data and content stored in the hardware, unless this becomes necessary to comply with legal provisions, at the request of the judicial authority or of any other competent authority and therefore may not in any way be held liable for the nature and characteristics of such data, for any errors and/or omissions in them, or for any direct and/or indirect damage deriving to Customers and/or to third parties from use of the said data.
In any case, the Customer undertakes:
(a) not to upload on their hardware or dedicated "Cloud" space, content of any kind contrary to mandatory rules, public order and morality or pornographic or child pornography, whether it is intended for sharing with other users, or used for personal purposes;
(b) not to constitute and share materials and contents that cause offence to the decorum, honor or personality of any other user or detrimental to the religious feelings, or sexual and political freedom of people and to the feeling of belonging to groups and ethnic minorities;
(c) not to upload and/or share data characterized by violent images, threats, and/or offensive language, or aimed at encouraging and/or promoting unlawful activities of any kind;
(d) not to constitute, share or manage material aimed at promoting or organizing activities directly or indirectly preparatory to the commission of acts of violence with purposes of terrorism or subversion of the democratic order, or aimed at facilitating and/or illustrating the manufacture of weapons and/or explosives;
(e) not to disclose and/or share, with any user, illegal copies of copyrighted works, or information, systems and tools to violate the devices of copyrighted works;
(f) not to disclose and/or share video-photographic copies and/or images of persons without, or against, the consent of the rightful owner;
(g) not to disclose, publish and/or share sensitive data of a financial and/or patrimonial nature.
(h) not to carry out, by means of the service provided by Var Group, actions aimed at or capable of breaching or attempting to breach the IT systems and/or the security of Var Group or of third parties networks, and/or the confidentiality of private messages, or in any case actions aimed at or capable of causing direct or indirect damage to anyone (by way of example but not limited to pirate software, cracks, key generators, serials, IT attacks of all kinds including DOS attacks, malware or other harmful components);
(i) not to carry out spamming, fishing or other equivalent actions of an unlawful nature aimed at capturing users personal data or other confidential information (by way of example and not limited to: access codes, passwords, user IDs);
(j) not to create dangerous situations and/or instability and/or other problems of a technical nature following programming activities and/or methods of use that impact on the quality of the service of the Customer or of other Customers so as to cause damage to the same, to Var Group and/or to third parties;
(k) not to upload, if not otherwise agreed, in its hardware or dedicated "Cloud" space personal data of a health nature, including, by way of example and not limited to, medical reports, prescriptions, medical records, etc.;
In the event of breach or alleged breach of one or more of the obligations indicated above, Var Group shall have the right to intervene in the forms and ways deemed appropriate to eliminate, where possible, the breach or

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alleged breach and its effects, and to suspend and/or interrupt the Service immediately and without any notice, also reserving the right to terminate the contract and to demand compensation for the greater damages.
Customer will be exclusively liable for any damages resulting from the breach of the obligations indicated above, or from a use of the Service not compliant with the contractual provisions and with the applicable laws and regulations and undertakes, as of now, to relieve and hold harmless Var Group from any action, claim for any reason or title made by third parties against the same due to or because of conduct attributable to the Customer or which are the result of non-compliance and/or breach of the obligations provided for on the Customer.

(46) SUSPENSION AND/OR INTERRUPTION OF THE SERVICE AND TECHNICAL ASSISTANCE ACTIVITY

The Service will normally be available 24 (twenty-four) hours a day; however, although it commits itself to ensure the best operation of the system, Var Group does not guarantee in any case the continuity of the Service, the integrity of the data saved or sent through Var Group system and/or through the Internet. The Service Level Agreement (SLA) is contained in the offer document or in the Contract of which these General Terms and Conditions of Sale are an integral and substantial part. Customer acknowledges and accepts that Var Group may suspend and/or interrupt the supply of the Service to guarantee the ordinary or extraordinary maintenance interventions that are appropriate and/or necessary both to the Data Center premises and to the servers and/or equipment contained therein. In such cases, Var Group undertakes to restore the Service in the shortest time possible to reduce the inconvenience caused to the Customer.
Var Group also has the right to suspend and/or interrupt the supply of the Service at any time, without prior notice:
a) if the Customer fails, wholly or in part, to pay the price agreed and charged for the Service;
b) in the event of failures and/or malfunctions of the network and of the equipment used to supply the service depending due to unforeseeable circumstances or force majeure or that entail danger for the network, for persons and/or for things, and in the event of changes and/or non-programmable and/or foreseeable and technically indispensable maintenance;
c) where there are justified security and/or confidentiality reasons;
d) tampering or interventions on the services or the equipment performed by the Customer or by Third Parties not authorized by Var Group;
e) incorrect or non-compliant use of the Service by the Customer or in any case failure to comply with the Customer's obligations including but not limited to those relating to safety, or fire and accident prevention;
f) software problems;
g) if the Customer uses faulty or unapproved equipment, or equipment with malfunctions that may damage the integrity of the network and/or disturb the Services and/or create risks for the physical safety of persons and property; in this case, Var Group may ask the Customer to make changes/replacements that become necessary for technical and/or operational reasons. If the Customer does not act, Var Group will charge the Customer the cost of the replacement or repair carried out.
It remains understood that Var Group, on occurrence of the cases described above, will have the right of terminating the contract for cause under the terms of Art. 1456 of the Italian Civil Code.
In all cases listed above, and in any case in which there is a suspension and/or interruption of the Service, for whatever reason, except for cases in which such situations are due to willful misconduct or gross negligence of Var Group, the latter will not be liable in any way to the Customer.
In any case, the Customer shall notify Var Group within 24 (twenty-four) hours any irregularities or malfunctions in the Service. Any damage caused by untimely communication by the Customer will be charged to the latter.
In the event of activation by Customer of a request for assistance to Var Group help desk in the manner envisaged in the Order and/or Contract, Customer authorizes Var Group and/or any companies appointed by it to carry out the technical assistance requested and/or required. The Customer acknowledges and accepts that said intervention, unless motivated by events whose resolution timeframe is governed by the Order and/or Contract, will take place with variable timescales based on the following criteria: a) type of assistance requested; b) order of arrival of the assistance request; c) priority nature of the assistance request. In order to allow the correct and rapid execution of the requested intervention, the Customer undertakes to provide all the specifications and information requested by Var Group. With the activation of an assistance request, the Customer:
a) acknowledges and accepts that such assistance may have a high degree of risk for the operation of the Services or for the integrity of data and/or information and/or content entered and/or processed in the

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infrastructure; and
b) acknowledges and accepts that Var Group, by providing assistance, assumes an obligation of means and not of results.
c) agrees, as of now, to assume all risks involved;
d) undertakes, as of now, to obtain, prior to the execution of the intervention, a complete backup copy of the data and/or information and/or content entered and/or processed in the infrastructure.
In any case, the Customer, as of now, holds Var Group harmless from any liability for any damage, direct or indirect, of any nature or kind, suffered or to be suffered for or because of the assistance activities referred to in this article, such as, merely by way of example, total or partial loss or damage to data and/or information and/or content entered and/or processed by Customer in the infrastructure, total or partial interruption of the Services.

(47) CLOUD (OR VIRTUAL SERVERS)

Var Group will guarantee for the hardware infrastructure on which the service is based on operating environment including electric power supply, air conditioning, fire prevention equipment, protection and wiring.
In addition, Var Group guarantees to the customers the supply of calculation capacity, RAM memory and storage defined in the commercial offer through its infrastructure made up of hardware systems and virtualization software. The resources may be dedicated or shared according to what is stated in the offer. In this context the maintenance and technological updating are the responsibility of Var Group

(48) HOUSING / COLOCATION

Var Group will guarantee for the hardware it holds on behalf of the Customers an operating environment including electric power supply, air conditioning, fire prevention equipment, protection and wiring. Customer acknowledges and accepts that the servers and/or equipment owned by the Customer are placed and remain at the premises occupied by Var Group at the Customer's exclusive risk and peril.
The expenses for use of the line to connect to the internet/client network and of the necessary devices will be debited by Var Group to the Customer in the context of the Service chosen.
Customer may access the Data Center following the methods provided for in the access procedures established by Var Group, to perform activities of testing, modification, control, updating of the contents of the server, monitoring of operation of the machines, maintenance, any repairs of the server and/or of the Customer's other equipment and any other activities necessary for the correct operation of the server and/or of the other equipment owned by the Customer.
Any hardware repairs and/or any other activities necessary for the correct operation of the server, and/or of the other equipment owned by the Customer, may be carried out also by Var Group, following an explicit written request from the Customer and following payment of the price provided for.
At the beginning of the Service, the hardware housed by the Customer at Var Group Data Center will be the subject of a deposit report countersigned by the parties.
This hardware must be transported to the Data Center at the expense and responsibility of the Customer, which, equally, at the same conditions, must take responsibility for taking it away.
After 2 (two) months have gone by from the termination date of the Contract, for whatever reason this occurs, if the Customer's hardware has not been taken away, Var Group may no longer be held liable for the same and will have the right to proceed with its disposal or with the solution considered most suitable, with the right to charge to the customer the consequent costs. Customer indemnifies and holds Var Group harmless now for then from any liability regarding the aforesaid hardware and the deletion or loss of the data contained therein, as a consequence of failure to take away the hardware within the term indicated above.

(49) DATA TRANSPORT AND CONNECTIVITY

Customer acknowledges and accepts that use of the services of internet to other internet nodes, not managed by Var Group, will be subject to the limitations and responsibilities established by each operator of the said services and must be performed observing the legislation in force in the countries hosting the said nodes and services, the international legislation on the subject, and the regulations on the use of the networks and nodes involved. It remains understood that Var Group assumes obligations of means and not of performance and that, therefore, no liability may be attributed if the supply of the Service, with the precise characteristics requested by the Customer, is affected by actions of third parties (by way of example but not exhaustive: Var Group supplier) and/or by the times of the related activation procedures. Var Group will not be liable if technical characteristics, suspensions,

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interruptions or malfunctioning of the Service attributable to another operator prevent or degrade the continuity and quality of the connectivity and data transport Services.
On this point, the Customer acknowledges and accepts that:
- the very nature of the Internet and data transport services does not make it possible to give any guarantee on the possibility of reaching any IP destination from all over the world and/or on the delivery and reception of e-mail messages, and even less to guarantee the secrecy and confidentiality of the same;
- the effective speed of the Internet connection depends on the degree of congestion of the network, on the quality of the access network and the Customer's systems; Var Group, therefore, is unable to guarantee that the nominal speed is effectively reached.
- the responsibility and duty of correct use of the network and the software, and correct loading of the initial data and correct use over time remains exclusively of the Customer, which must observe, in using the connection, the rules laid down in the law and good techniques.
Customer will be exclusively liable for any direct or indirect damage deriving from breaches of this obligation, indemnifying and holding Var Group harmless, now for then, against any consequent cost, expense, damage or compensation.

(50) MANAGED SERVICES

The Services may be supplied by means of hardware equipment installed at the Customer's premises and granted in use to the same or by means of equipment present in the Data Center.
In the first case, the parties specify reciprocally that:
- the Customer will be fully responsible for the integrity and correct maintenance of the assets owned by Var Group that remain in its availability, undertaking to indemnify the owner against any damage, loss or defect of the same and undertaking also to return the same immediately at the end of the relationship, on penalty of having to compensate for the consequent damage;
- Var Group does not issue any warranty on the Goods granted in use to the Customer; therefore, the use of the material supplied entails for the Customer the full acceptance and application of the warranty conditions provided directly by the Manufacturers.

(51) ISP SERVICES – DOMAIN REGISTRATION

Var Group, on assignment by the Customer, will forward requests for registration of domains to the Authority responsible for this, without assuming any liability in the event of rejection of the registration request, or subsequent revocation. Customer expressly authorises Var Group to make any modifications and changes to the data entered on registration and of the registering subject that is functional to providing the Service in accordance with the Var Group's needs.
In any case, the Customer is aware and accepts that Var Group is a mere intermediary for the transmission of the request to the Authorities responsible and will not be held liable for any damage suffered by the Customer in relation to the domain name registration activities. Customer is aware that registered domain names are recorded in a public register held by the Authority responsible for this, which can be freely consulted by anyone interested.

(52) AUTHENTICATION CREDENTIALS

Access to Services that involve the use of an identification code (login) and a keyword (password) attributed to the Customer by Var Group and communicated to the same via confirmation e-mail.
Customer undertakes to conserve and use these credentials with the maximum confidentiality and diligence, also in order to avoid use by unauthorized third parties
On this point, the Customer acknowledges and accepts:
- that knowledge by third parties of the aforesaid codes could enable the latter to use unduly the services in its name;
- that it will be held liable for any damage caused to Var Group and/or to third parties by the knowledge, or use, of the password and/or the UserID by third parties, also owing to failure to observe what is prescribed above;
- that it will communicate immediately in writing to Var Group any theft, loss or appropriation for any reason by third parties of the aforesaid codes.
Customer assumes now for then all liability for direct or indirect damage caused to its data, to Var Group and/or to Third Parties because of non-compliance with the provisions above.

(53) SPECIFIC PROVISIONS ON DATA PROCESSING IN THE CLOUD

Where the Service provides for the processing of personal data of which the Customer is the controller, Var Group agrees as of now to accept appointment as Personal Data Processor pursuant to Art. 28 GDPR by the Customer, for

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the processing referred to in the Service. The Server Farm Services provided by the Var Group meet the international standards on information security ISO 27001:2013 and are compliant with the European legislation on personal data processing.
The data involved in the Server Farm Services transferred by the Customer, if not otherwise agreed, are located at the Data Center in Empoli, Via Piovola 138 or in any case in other data Centers located in Italian Territory in the legal availability of Var Group. modalities of storage, possible mirroring and back-up of such data are established in the Order and/or Contract. These data will not be disclosed to Third Parties except for needs connected with contractual execution and to fulfil the obligations provided for in the law or regulations or at the request of the Competent Authorities.
If not otherwise agreed, the data will not be transferred to other Data Centers outside of Italian Territory.

By signing these General Terms and Conditions the signatory declares that he/she has the necessary powers of execution.
Please fill in all the required fields and affix the company stamp in the specific space. The function of the company stamp is to identify the Customer, not otherwise identified in these t General Terms and Conditions.

For full and unconditional acceptance of the present General Terms and Conditions

Customer

Mr/Ms_____
(Name and surname in block letters)

Role_____
(Legal representative, attorney, agent)

_____
Signature

Stamp

_____
Date

I declare that I approve expressly, under the terms of Arts 1341 and 1342 of the Italian Civil Code, the following clauses:

Provisions Common to all Supplies
1. Introduction and Definitions
3. Commercial Orders
4. Shipments and Delivery Terms of the Products or Performance of the Services
5. Payments
6. Exclusion of Warranty for Supplies of Hardware and Software and related Services of the Manufacturers
10. Liabilities
11. Assignment
12. Termination
16. Non-Solicitation Clause
17. Applicable Law – Jurisdiction
19. 231 Clause

Conditions of supply of the Hardware Maintenance Services provided directly by Var Group
26. Changes to the Configuration of the machines, additional devices, model changes
28. Exclusions
30. Final provisions regarding Hardware Maintenance Services

Conditions of Supply of Professional, Assistance and Software Development Services
31. Prices and Payment
32. Provisions related to the Development of Custom Software Solutions

Conditions of supply of Var Group proprietary Software Updating Services
35. Prices and Payment

Conditions of Supply of Var Group proprietary Software Licences
37. Terms and Conditions
41. Guarantees
42. Confidentiality and Protection of the Software Application

Conditions of Supply of the Server Farm Services
43. Type of Services Provided
44. Correct Use of the Server Farm Services and Obligations of the Customer
45. Cases of suspension and/or interruption of the service and technical assistance activity
46. Cloud or Virtual Servers
47. Housing / Colocation
48. Data transport and connectivity
51. Authentication credentials

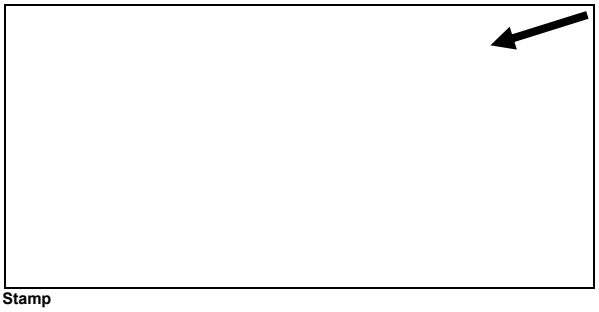
Customer

Mr/Ms_____
(Name and surname in block letters)

Role_____
(Legal representative, representative, agent)

_____
Signature

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Stamp

_____

Date

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Privacy Policy pursuant to Art. 13 Regulation EU 2016/679

Relevant legislation:
-Regulation EU no. 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and the free movement of personal data (hereinafter EU Regulation)

Var Group S.p.A., a Joint-Stock Company subject to the activity of management and coordination of SeSa S.p.A., VAT no. IT03301640482, with registered office in 50053 Empoli (FI), at Via Piovola 138, FAX 0571 998062, E-mail info@vargroup.it, Tel. 0571 9988, informs you that your personal data will be processed observing the rules laid down by the EU Regulation.
Data processing related to legal persons does not come within the scope of application of the rules protecting personal data provided by Regulation EU 2016/679. For the purposes of clarity and transparency in relations with its customers, Var Group S.p.A. makes the present disclosure also to legal persons, describing the methods and purposes of all processing that Var Group S.p.A. performs or has the option of performing on the personal data of data subjects as defined below.
Var Group S.p.A. acts in its capacity as “Data Controller”; a Data Controller is anyone who processes personal data, establishing the purposes and methods of the processing of the said personal data.
In practice the personal data of the data subjects may be processed by parties specifically authorized by Var Group S.p.A. to perform processing operations.
The present disclosure regards “data subjects”; by data subjects is meant natural persons to whom the personal data refer, that is all subjects that operate in the name and on behalf of the legal person that is a customer of Var Group and whose personal data are processed by Var Group S.p.A.

1) Purposes and legal basis of personal data processing

The personal data are collected and processed by Var Group S.p.A. for the purposes indicated below:

a) performance of pre-contractual activities and acquisition of preliminary information for the purposes of signing the contract;

b) the performance of contractual obligations *(by way of example: administration, accounting, contract management, invoicing/payment services)*;

c) the management of relationships maintained between you and Var Group S.p.A. *(by way of example, management of disputes, or of receivables deriving from a contract and/or collateral deeds, factoring)*.

d) communication or transfer for marketing and commercial promotion purposes to Companies belonging to the SESA Group, subsidiaries or associates of Var Group S.p.A. under the terms of Art. 2359 of the Italian Civil Code (belonging to the product categories ATECO J62, J63 and M70 regarding information technology and business consultancy products and services); in this case your prior free, specific and express consent is required;

e) performance by Var Group S.p.A. of activities for the marketing and commercial promotion of services and products sold by Var Group S.p.A.; in this case your prior free, specific and express consent is required.

In relation to the purposes pursuant to letters a), b) and c), the processing is carried out to fulfil the contractual/pre-contractual obligations and the legal obligations connected with the relationship established with Var Group S.p.A.; consequently, consent for the processing is not necessary.

In relation to the purposes pursuant to letters d) and e), the processing is carried out based on free, specific and express consent.

2) Nature of conferment of personal data

The conferment of personal data is obligatory for personal data in relation to which there is a legal or contractual obligation to confer the same; equally conferment of personal data necessary for pre-contractual formalities is obligatory. Any refusal to confer such "obligatory" personal data could entail non-execution of the contract. Any refusal to provide personal data strictly functional to execution of the contractual relationships, but for which there is no obligation to confer, will not in principle entail any consequences, other than making it impossible to carry out the operations connected with such personal data or to establish new

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relationships. Any refusal to confer personal data referred to performance of the activities pursuant to point 1, letters d) and e) of the present disclosure may only prevent the performance of such further activities, without impeding performance of the contractual relationships.

3) Data processing methods and storage period

Personal data processing will be carried out in a lawful and correct manner and in any case in accordance with the applicable legislation, using instruments capable of ensuring their security and confidentiality; the personal data processing will mainly be carried out using information technology instruments in order to store, manage and transmit the said data.

The processing will be carried out, primarily, by the Data Controller's internal organisation under the guidance and control of the corporate units responsible that is by personnel specifically appointed for this purpose.

With reference to other parties that may process the personal data of the data subjects, please see point 4 of the present disclosure.

Personal data will be stored in a form that allows identification of the data subjects for a period of time no longer than that necessary for the purposes for which they are collected and processed.

In particular in relation to management of the contractual relationship, personal data will be stored for the times defined by the relevant legislation: and, on termination of the contractual relationship, for the ten-year term for conservation of only data of a civil-law nature. In relation to processing for marketing and commercial promotion purposes in the case of expression of the optional consent required, the data collected will be stored for the time strictly necessary for managing the purposes indicated above according to criteria based on observance of the current laws and correctness and balance between the legitimate interest of the Data Controller and the rights and freedoms of the Data Subject. Consequently, in the absence of specific rules that provide for different storage times, the Data Controller will take care to use the personal data for the aforesaid marketing and commercial promotion purposes for a congruous time with respect to the interest expressed by the Data Subject in the Controller's initiatives. In any case the Data Controller will take great care to avoid use of the personal data for an unlimited time, proceeding periodically to check in an appropriate manner the effective continuation of the Data Subject's interest in having the processing performed for marketing and commercial promotion purposes, as specified above.

4) Recipients of personal data

In relation to the Data Subject's personal data, Var Group S.p.A. may make the communications deriving from an obligation in a law or regulation, or in community legislation. For the sole purposes pursuant to point 1, letters a), b), and c) of the present disclosure (that is for the purposes connected with execution of the contract, of the pre-contractual measures and with management of the relations between you and Var Group S.p.A.), the personal data may be communicated, without consent being necessary, to Companies belonging to the SESA Group, subsidiaries or associates of Var Group S.p.A. under the terms of Art. 2359 of the Italian Civil Code (belonging to the product categories ATECO J62, J63 and M70 regarding information technology and business consultancy products and services).

Communication, also involving simple consultation or making available personal data of data subjects, may be made also to the following parties:

a) public bodies, supervisory bodies, authorities or institutions;
b) natural or legal persons that provide specific services, such as data processing, surveys of the degree of customer satisfaction, administrative, tax and/or accounting consultants, organization of fairs and communication events;
c) commercial intermediaries, banks and credit institutions, legal consultancy companies, financial intermediation companies, natural or legal persons responsible for credit recovery, auditing and/or certification of financial statements and quality systems, self-employed collaborators of Var Group S.p.A., agents and lead generators, insurers and brokers;
d) natural and/or legal persons that request references/data for the purpose of taking part in public tenders, or in the context of the execution of supply contracts to customers by Var Group S.p.A.

The parties pursuant to points a), c) and d) operate as autonomous Data Controllers.

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The parties pursuant to point b) operate as data processors, specifically appointed.

In any case only personal data necessary and pertinent with respect to the purposes declared in the present disclosure will be transferred to the aforementioned parties.

The list of these third parties will be constantly updated and is accessible on request to Var Group S.p.A.

For the purposes pursuant to point 1, letter d), that is for the purposes of communication or transfer for marketing and commercial promotion purposes, the personal data may be communicated to Companies belonging to the SESA Group, subsidiaries or associates of Var Group S.p.A. under the terms of Art. 2359 of the Italian Civil Code (belonging to the product categories ATECO J62, J63 and M70 regarding information technology and business consultancy products and services) after free, specific and express consent has been given.

If it becomes necessary for execution of the contractual relationships, the personal data may be transferred to third countries not belonging to the EU or to the European Economic Area on the basis of the existence of adequacy decisions of the European Commission or on the basis of the adoption of standard contractual clauses, duly adopted, or of binding corporate rules specifically authorized.

The personal data will not be distributed and therefore will not be disclosed to the public or to an indefinite number of parties.

5) Rights of the Data Subject pursuant to arts 15, 16, 17, 18, 20 and 21 of the EU Regulation

Each Data Subject may exercise the rights of access to the personal data provided for in Art. 15 of the EU Regulation and the rights provided for in Arts 16, 17, 18, 20 and 21 of the said Regulation regarding the rectification, erasure, restriction, portability and objection to the processing of the personal data.
You may exercise your rights writing to the following address: privacy@vargroup.it

If Var Group S.p.A. does not provide a response to the request from the Data Subject within the times provided for in the legislation or the response to the exercise of the rights is not suitable, the Data Subject may make a complaint to the Personal Data Protection Authority.

These are the details:
Personal Data Protection Authority
Piazza Venezia n. 11 - 00187 Roma
www.gpdp.it - www.garanteprivacy.it
Fax: (+39) 06.69677.3785
Telephone switchboard: (+39) 06.69677.1
E-mail: garante@gpdp.it

6) Data protection officer

We must specify that SeSa S.p.A., the parent company of Var Group S.p.A. under the terms of Art. 2359 of the Italian Civil Code, after assessing the specialist knowledge of the provisions on the subject of personal data protection, has appointed the Personal Data Protection Officer. The Personal Data Protection Officer oversees observance of the legislation on the subject of personal data processing and provides the necessary advice. In addition, where necessary, he/she/it cooperates with the Personal Data Protection Authority. The indication of the Personal Data Protection Officer and the related contact details are provided below:

E-mail: dpo@sesa.it

Request for consent for the purposes pursuant to point 1, letters d) and e) of the present disclosure.

I, the undersigned_____ _____as legal representative of _____, with registered office in _____, Tax ID _____, VAT no. _____, confirming the reception of the present disclosure:

- As regards the purposes, pursuant to point 1 letter d) related to communication or transfer of personal data for marketing and commercial promotion purposes to Companies belonging to the SESA Group, subsidiaries or associates of Var Group S.p.A. under the terms of Art. 2359 of the Italian Civil Code (belonging to the product categories ATECO J62, J63 and M70 regarding information

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technology and business consultancy products and services):

☐ EXPRESS MY CONSENT

☐ DENY MY CONSENT (1)

Date_____

Signature_____

- As regards processing carried out directly by Var group S.p.A. in its capacity as Data Controller for the purposes, pursuant to point 1 letter e), of marketing, commercial promotion of services and products:

☐ EXPRESS MY CONSENT

☐ DENY MY CONSENT (2)

Date_____

Signature_____

(1) In the case of denial of consent, the processing pursuant to point 1 letter d) will not be carried out.
(2) In the case of denial of consent, the processing pursuant to point 1 letter e) will not be carried out.

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CONSENT TO USE OF CONTENTS FOR COMMUNICATION AND MARKETING ACTIVITIES

_____
____,

based
in_____
_____
____,

tax ID _____,

VAT
number_____
_,

in the person of its_____,
Mr/Ms
_____,
who has the necessary powers (hereinafter the "Company")

with the present waiver gives its consent and authorizes Var Group S.p.A. and Var Group Companies, under the terms and conditions below, to describe the commercial relationship in being with the Company – in this, and for this exclusive purpose, making reference also to the name, trademarks and logos in the legal availability of the latter (and without affecting the obligation not to change their characteristics, shape, colour, etc.) - in order to promote the products and services of Var Group and of Var Group companies, through:

- press releases and conferences;
- publication on websites, pages and social channels of Var Group and of Var Group Companies, in brochures and corporate publications and in all other media made possible by the advancement of technology and distribution channels, of data, documents, articles, presentations, videos, infographics and quotes that describe the Company's experience with the use of Var Group solutions and/or with projects implemented by the latter for the Company;
- use of the aforementioned data, documents, articles, presentations, videos, infographics and quotes in order to instruct its commercial sector;
- use of the aforementioned data, documents, articles, presentations, videos, infographics and quotes in events/meetings/conventions/trade fairs organized by Var Group and/or by Var Group Companies and/or by third parties;
- use of the aforementioned data, documents, articles, presentations, videos, infographics and quotes in relation to customers and potential customers;
- use of the logo and/or the corporate image of the Company on advertising boards or graphic material for events/meetings/conventions/trade fairs organized by Var Group and/or by Var Group companies and/or by third parties.

For the purposes of the present waiver, Var Group Companies means all the companies directly or indirectly controlled by and/or associated with the parent company Var Group S.p.A., under the terms of Art. 2359 of the Italian Civil Code, at the moment of signing of the present waiver, as well as those that will in future be controlled and associated.
Before the public issue of any form of data, document, article, presentation, video, infographic and quote, Var Group S.p.A. must obtain express approval of the final content from the Company.
It also remains understood that the above use must occur: (i) only for the purposes indicated above, exclusively within the limits and observing the legislation current at the time on the subject, taking into account the place, the means and the methods of disclosure; (ii) in any case under its exclusive responsibility and indemnifying the Company and holding it harmless against any and every claim or demand from anyone and made in any place (including intellectual property rights) in relation to this use; (iii) with the express guarantee that any personal data on the Company will be processed by Var Group SpA and/or by Var Group companies) ensuring precise observance of and according to the provisions of Regulation EU 2016/679 and in any case of the legislation in force at the time, on the subject of personal data protection.
Var Group S.p.A. and the Var Group companies, with the present, are authorised to use the Company's name and the data related to the solutions provided and/or to the projects implemented as references for public and private tender procedures.

The present authorisation is granted free of charge, starting from today's date, and will be valid until unilateral revocation, which may be freely exercised by the Company observing advance notice of 30 days (without this entailing the application of any charge or penalty).

Date _____

Signature and Stamp

_____

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