

General Terms and Conditions of Sale of N-AND FOR ITALY

ART. 1 - PREMISES AND DEFINITIONS

- 1.1. These general conditions ("**General Conditions**") regulate purchases by business customers, as defined in Article 1.5 below. ("**Customers**") of Products and Services provided by N-And Group L.t.d. and its various subsidiaries and associated divisions ("**N-And**"). Any person acting on behalf of the Client shall represent and bind the Client in respect of N-And.
- 1.2. The term "**Products**" includes (i) hardware products provided by N-And ("**Hardware Products**") as well as (ii) software products provided by N-And, whether microcodes, firmware, operating systems or applications, even if they consist of graphic interfaces or *design* changes ("**Software**"). The term "**Services**" refers to any kind of service provided by N-And (including Software, if provided as a service), including (i) the services listed for the maintenance of the Products and related support (ii) the different services, under the N-And brand, offered by N-And and not necessarily combined with specific Products, which may be made available from time to time by N-And, as indicated in more detail in the specific General Conditions of Supply of Services, "**General Conditions of Supply of Services for Italy**", contained in Section II of these General Conditions.
- 1.3. The subject matter and specific description of the standard Products or Services and any special conditions, if any, referring to and applicable to the different types of Products or Services, are contained in the relevant technical specifications/conditions that may be (i) included, attached or referenced in the Offer, or (ii) made available on any website or app operated by N-And ("**Site**"), on the page dedicated to Products and Services.
- 1.4. The subject matter and definition of Products or Services requested and developed at the Client's request, for which standard specifications are not available, shall be agreed upon by the Parties in a Statement of Work ("**SOW**").
- 1.5. These General Terms and Conditions regulate the relationship between businesses, i.e. between entities, both private and public, having a commercial character and subjects, however, qualifying as professional operators (so-called B2B – *business to business*), and therefore, for them, the regulations contained in Italian Legislative Decree no. 206 of 6 September 2005 ("**Consumer Code**").
- 1.6. Any Annexes and/or technical documents referred to herein shall be considered an integral and substantial part of these General Terms and

Conditions and are also binding for the regulation of the relationship between N-And and the Clients (hereinafter jointly referred to as the "**Parties**"). Unless otherwise specifically indicated, the following order of priority will be followed in the event of discrepancies between the conditions included in the different documents herein:

- 1.6.1. special conditions, agreed upon in consultation with the Client at the Offer site and included in the Order, signed by the Client and accepted by N-And;
- 1.6.2. any framework agreements, however named or titled, agreed upon in consultation with the Client, aimed at regulating Offers and Orders; in the absence of the aforementioned special conditions, or for anything not expressly included in those documents, the following shall apply, assigning priority, where appropriate, to the most recent version of each:
- 1.6.3. technical documentation, referring to the Products or Services requested, made available on the N-And website, on the page of the Site dedicated to Products and Services;
- 1.6.4. the Annexes;
- 1.6.5. the present General Terms and Conditions.
- 1.7. These General Terms and Conditions shall also prevail over any conditions of purchase and/or sale prepared by the Client, unless the latter have been expressly accepted in writing by N-And.
- 1.8. These General Terms and Conditions shall also be considered valid and effective, subject to their amendment, for all subsequent relations between the Parties having the same subject matter, without the need for a new signature of the same.
- 1.9. These General Terms and Conditions apply to the purchase of Products or Services even if the Orders are concluded through the use of EDI, N-And's internal portal, a third-party portal or other electronic means.

SECTION I – GENERAL PROVISIONS

The provisions contained in Section I are of a general nature and, unless otherwise agreed between the Parties, the order of priority provided for in Article 1.3. above or any exceptions provided for in these General Terms and Conditions shall apply to all supplies of Products and/or Services by N-And.

ART. 2 – PURCHASE PROCESS; CONCLUSION OF ORDERS

- 2.1. N-And's commercial and advertising proposals constitute an invitation to the Client to submit an Offer and are subject to change at any time without notice.
- 2.2. After having been approached by a request in accordance with the preceding paragraph or after having initiated business contacts via other means (e.g. telephone or electronic), N-And shall

inform the Client of the characteristics and prices of the offer by means of a special offer form ("Offer").

- 2.3. The Offer sent by N-And shall be valid and effective for 30 (thirty) days from the date of issue. After the expiry of the term of the Offer, it shall be deemed to have become null and void.
- 2.4. In the event that the Client accepts the contents of the Offer, it is required to transmit the signed Offer, these General Conditions, duly signed, the data and information required for invoicing and delivery of the Products, as well as any additional documents and/or information requested by N-And and those that may be required by law, necessary to allow the execution of the Order ("Order").
- 2.5. All Orders are subject to acceptance by N-And ("Order Confirmation"). In the absence of an express Order Confirmation, the Order shall in any case be considered accepted when N-And sends notification that the Products have been shipped or, in the case of Services, when the activities foreseen by the requested Service commence.
- 2.6. Each Order accepted by N-And constitutes a single contract between N-And and the Client; N-And may also divide a single Order into several separate transactions, each of which shall constitute a separate Order.
- 2.7. Orders are subject to availability and can be cancelled or voided, even in parts, exclusively by N-And. N-And herewith reserves the right to cancel Orders containing price errors, typing errors or other inaccuracies.
- 2.8. Even after acceptance of the Order, N-And may make changes to the design, materials and finish of the Products or modify the working methods, communication systems, Software or any other element of the Services and related documentation, provided that such changes do not substantially affect the functionality of the Products or Services ordered by the Client.

ART. 3 – DELIVERY; SHIPPING OF PRODUCTS

- 3.1. Delivery shall be deemed to have taken place:
 - 3.1.1. for Hardware Products and for Software delivered through physical support:
 - a) when N-And informs the Client of their availability for collection at N-And's premises; or,
 - b) if N-And and the Client have agreed on a different place for delivery, at which time N-And shall deliver the Products to the first carrier in charge of transport;
 - 3.1.2. for Software delivered electronically:
 - a) when N-And makes it available for download and has informed the Client; and
 - b) (where required to use the Software) has sent the relevant activation codes to the Client.
- 3.2. N-And will ship the Products ordered to the delivery address agreed in the Order, through a

carrier appointed by N-And. Delivery dates are purely illustrative.

- 3.3. Any claims concerning the Products, Product packaging, missing or damaged Product parts must be recorded by the Client on the transport documentation, at the time of collection or receipt of the Products, paying due attention to the instructions given by N-And or the carrier, and must be notified to N-And within 8 (eight) days following the date of their collection. After that time, the Products shall in any case be deemed accepted, subject however to the rights and remedies provided for in Article 8 below.
- 3.4. In the event of Delivery by instalments of Products, each Delivery shall constitute a separate contract. Any complaint on the part of the Client in respect of one or more instalments shall therefore not entitle the Client to withdraw from the entire Order.
- 3.5. If the Client fails to take delivery of the Products or if the Client fails to provide N-And with adequate instructions to enable N-And to deliver the Products at the place and time foreseen, without prejudice to any rights or remedies available to N-And under the law, N-And shall invoice the amount of the Products requested equally:
 - 3.5.1. may store the Products until actual Delivery, charging all costs incurred by N-And for storage, insurance and anything else necessary to store the Products to the Client;
 - 3.5.2. shall charge the Client for any additional delivery costs that become necessary if the latter requires a second, or further, delivery; and/or
 - 3.5.3. may sell the Products at the best price that can be obtained, and, after deducting all reasonable storage and selling expenses, charge the Client the difference between what is deducted from their sale and what is indicated on the invoice to the Client.

ART. 4 – TRANSFER OF RISK AND RIGHT OF OWNERSHIP

- 4.1. The risk of damage to or loss of the Products passes to the Client upon Delivery.
- 4.2. Notwithstanding the Delivery, in order to secure payment, ownership of the Hardware Products shall pass to the Client upon full payment of the price indicated in the relevant invoice. Until such time as the ownership of the Hardware Products passes definitively to the Client, the latter shall hold possession of the Hardware Products, in trust, taking care to keep them separate from its own products or those of third parties; to store them appropriately; to protect them and if necessary to label them, in order to allow them to be quickly and promptly identified as N-And's proprietary Products.

ART. 5 – SOFTWARE

- 5.1. The rights of the Client in respect of the use of the Software delivered by N-And shall be governed by this Article and, if said Software is provided as part of an Offer for Services, then also by the relevant provisions of Section II below. With respect to some software offers, the relevant licence terms are included in the product-specific conditions.
- 5.2. The Software is the property of N-And, which remains the sole owner **of the rights** of economic exploitation relating to the Software programmes in its various configurations and anything else prepared and/or made available, realised, developed according to the Software licensed to the Client.
- 5.3. N-And grants the Client a personal, non-exclusive, non-transferable, limited licence to access and use the Software provided by N-And. The Software delivered to the Client may only be used for the period of time agreed upon in the Offer. For the sake of completeness, the Parties acknowledge and are aware that the Client shall no longer have any right to use or access the Software once this period has expired.
- 5.4. The granting of the licence does not include the right for the Client to request and obtain technical and design information, nor the availability of the source code, not even in the case of its customisation, which remains the exclusive property of N-And or, if any, of the respective owner
- 5.5. Microcode, firmware or operating system software, or Software pre-installed and shipped with the Hardware Product and necessary to enable the Hardware Product to perform its basic or enhanced functions, is licensed for exclusive use on such Hardware Product.
- 5.6. The Client is not permitted to commit itself and/or its employees and/or collaborators and/or consultants:
 - 5.6.1. to license or provide the Software in any way, to reproduce it even partially and in any form whatsoever, and/or to transfer any of the supplied components to third parties;
 - 5.6.2. copy, modify and/or create any derivative work, collective work and/or compilation of the Software;
 - 5.6.3. to use the Software for the exercise or performance of services for which the Software was not designed, or violate the maximum authorised number of licensed stations for simultaneous users or sites or other parameters specified in the information documentation prepared or delivered by N-And;
 - 5.6.4. access the Software, in order to monitor its availability, performance or functionality or for any other comparative or competitive purposes;
 - 5.6.5. reverse engineer or otherwise attempt to extract the source code of the Software, or any part thereof, or otherwise dispose of the Software on

any terms and conditions and for any purposes other than those expressly permitted under these Terms and Conditions.

ART. 6 – PRICE

- 6.1. The prices of the Products, indicated in the relevant price lists published by N-And, refer exclusively to the price of the Products in effect at the time an Offer is made; excluded from the indicated price are taxes, freight, duties, tariffs, any expenses for the transport and insurance of the Products ordered and/or any other charge and/or commission and/or cost (however named) for further services related thereto (jointly, "**Additional Fees**"). All Additional Charges shall be borne by the Client.
- 6.2. The Client is only entitled to discounts if these have been expressly agreed upon between the Parties in writing, in the Offer, and subsequently included in an Order Confirmation.
- 6.3. In the period between the Offer and the Order Confirmation, the prices of the Products and Services indicated in the Offers may be subject to changes, due, for example, to increases in material prices, exchange rates or errors in the estimate. N-And is therefore granted the right to change the prices of its Products or Services contained in the Order.

ART. 7 – TERMS AND CONDITIONS OF PAYMENT

- 7.1. N-And will invoice the amount contained in the Order Confirmation or, in its absence, in the Order, to which any Additional Charge applicable to the Client will be added, in euros. N-And may invoice this amount in one lump sum, as well as in several partial invoices, or choose to invoice only multiple amounts.
- 7.2. N-And shall issue invoices exclusively on the basis of the invoicing data and information provided by the Client when placing the Order. It will not be possible to make any changes or amendments after the accounting document has been issued and, therefore, the latter must be considered accurate and valid, for the purposes of the collectability of payment, from the date of issue.
- 7.3. The Client shall pay the amount indicated in the invoice in full, without any deduction or set-off, within 10 (ten) days from the date of the invoice, by bank transfer or deduction.
- 7.4. Any delay on the part of the Client that exceeds the aforementioned term shall entitle N-And to demand, in accordance with the regulations on commercial transactions, the expected interest for commercial transactions to the maximum extent permitted by law, without any need for the Client to be in default, which shall begin to run from the due date of payment until the actual date of payment, to which must be added: i) the

expenses for the storage of the Products, as regulated in Article 3.8 above; ii) the flat-rate fee provided for by law in accordance with Article 6 of Italian Legislative Decree no. 231 of 2002; (iii) any expenses incurred for the involvement of debt collection by a professional; and (iv) all expenses connected with or incidental to the collection. N-And also reserves the right to assert any further damages resulting from late payment.

ARTICLE 8 - GUARANTEES

- 8.1. N-And warrants that, on the date of Delivery, the Hardware and Software Products will operate in accordance with the relevant technical specifications, issued by N-And and of which the Client has full knowledge, and will be free from defects in materials and workmanship, for the period indicated below, which shall also commence on the date of Delivery -:
 - 8.1.1. for Hardware Products and any spare parts (including reconditioned parts), excluding consumables: 12 (twelve) months;
 - 8.1.2. for Software: 90 (ninety) days.
- 8.2. Possible limitations of the Guarantees, special clauses in relation to the type of Product covered by the Guarantee, as well as the procedure to be followed to activate a Guarantee claim, are contained in Annex A below. By signing these General Terms and Conditions, the Client declares that it has read this Annex, which forms an integral part of this Article, in its entirety and is therefore fully familiar with it.
- 8.3. If the applicable licence conditions provide for specific guarantees for the Software, those guarantees shall apply accordingly in place of these.

ANNEX (A) – SPECIFIC PROVISIONS ON GUARANTEES

- 8.4. The Client shall exclusively adhere to the Product specifications, as well as information on use, provided by N-And.
- 8.5. The Client warrants that the intended installation site meets the requirements set out in the Product Specifications.
- 8.6. In the event that the Client uses or sells Products that do not comply with the specifications provided by N-And, the Client acknowledges that such non-conforming uses or sales are carried out solely at its own risk; in this case, any flaws, defects or non-conformities of the Product shall be presumed to derive from such uses and shall not give rise to any activation of the Guarantee.
- 8.7. N-And advises the Client to check the information on the Products before using such information or acting upon it. All product information is subject to change without notice. N-And is not liable for typographical errors or other mistakes or omissions in the

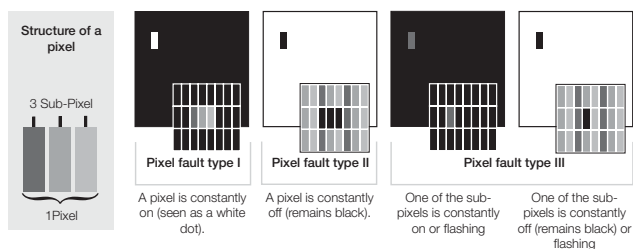
forementioned Product information. Employees, representatives and/or agents of N-And are not entitled to make any statements concerning Products other than those covered by these General Terms and Conditions or any amendments to them in writing and signed. N-And assumes no responsibility for any statement or information that is not included, in any way, in the General Terms and Conditions.

- 8.8. The Guarantee is provided exclusively for the benefit of the Client and may not be transferred by the Client to third parties without the consent of N-And.
- 8.9. To activate the Guarantee, the Client is required to comply with the procedure set out below in Annex (B).

CASES OF EXCLUSION OF GUARANTEE

- 8.10. The Guarantee does not apply in the event of – or does not cover problems arising from –:
 - a) any defect in the Products generated by instructions, drawings, designs or specifications provided by the Client;
 - b) any defect resulting from normal wear and tear, damage during transport, intentional damage, negligence of the Client and/or third parties, non-compliance with instructions provided by N-And, improper use, alteration, operation in excess of capacity, damage due to contamination of the Product, premature failure caused by poor cleaning and/or maintenance or repair of the Products without the approval of N-And;
 - c) modification, alteration or repair by parties not authorised by N-And;
 - d) with regard to electronic boards, damage caused by exposure to high voltages, static damage, damage caused by incorrect handling, repairs carried out by unauthorised personnel, parts returned incorrectly packaged (all boards must be returned in non-conductive anti-static packaging);
 - e) with regard to batteries, the Guarantee only covers the case of a battery defect, not wear and tear due to normal use. In the event of purchase of a Support Service, N-And will replace the battery free of charge if it retains less than 80% (eighty) of its original capacity 12 (twelve) months after the Guarantee;
 - f) Products used by the Client even after the first manifestation of a fault, deficiency, damage and/or defect;
 - g) any failure, deficiency, damage and/or defect that was evident at the time of Delivery - or, if applicable, collection - of the Products by the Client and that was not notified to N-And in a timely manner, in accordance with the terms and manner provided for the activation of the Guarantee;
 - h) with regard to panels with an LCD screen:

- i. N-and uses grade A LCD screens, built with the state of the art of thin film transistors (TFT) or with ultra-luminous technology;
- ii. the graphic (fig. 1) shows examples of the various types of defective pixels that can occur:



(fig. 1)

- iii. the following table (fig. 2) shows the maximum number and type of defective pixels that the LCD screen can display. If the Client detects more defective pixels than provided for in the table, it shall be entitled to submit a claim under the Guarantee. If the number of defective pixels is less than the number indicated in the table (fig. 2), the LCD screen cannot give rise to a claim for repair or replacement under the Guarantee;

Screen Model	Resolution	Number of Pixels	Fault 1	Fault 2	Fault 3
WSVGA	1024x600	614400	4	4	4
XGA	1024x768	786432	4	4	5
WXGA	1280x768	983040	4	4	6
WXGA	1280x800	1024000	5	5	6
SXGA	1280x1024	1310720	5	5	7
HD	1366x768	1049088	5	5	6
SXGA+	1400x1050	1470000	5	5	8
WXGA	1440x900	1296000	5	5	7
HD+	1600x900	1440000	5	5	8
UXGA	1600x1200	1920000	6	6	10
HD+	1680x945	1587600	6	6	8
WSXGA+	1680x1050	1764000	6	6	9
FHD	1920x1080	2073600	7	7	10
WUXGA	1920x1200	2304000	7	7	11
WQXGA	2560x1600	4096000	10	10	17

(fig.2)

- iv. defects of up to 5% (five) in relation to the device pixels (including, but not limited to, defects in pixel brightness) shall be considered normal for LCD technology and therefore not covered by the Guarantee;
- v. if the operating temperature or humidity is not maintained within the specified range, polarisation degradation, bubble generation or polariser detachment may occur; in this case, the resulting defects will not be covered by the Guarantee. For this purpose, it should be noted that, unless otherwise specified, the operating

temperature range is between 0°C and 40°C;
relative humidity: ≤65%;

- vi. The Guarantee does not cover damage caused to LCD screens that have been cleaned or treated without following the cleaning instructions suggested in the technical manual;
- i) any kind of direct or indirect consequential liability (for loss of profit, goodwill, business revenue or otherwise) for loss, injury or damage (other than death or personal injury) resulting from such failures or defects;
- j) any defect or failure of the Products that has not been reported to N-And following the procedure contained in Annex (B) below.

8.11. In cases where the Client intends to: (i) transfer a Hardware Product to a different installation site (where applicable to the Product); (ii) change the hardware configuration itself; or (iii) refuse or disable the remote support functionality of a Product, the Client shall notify N-And in advance. Where any such action restricts N-And's ability to provide Services, including support Services, for the Product in question or increases the cost thereof, N-And may continue to provide such Services, subject to payment by the Client of a reasonable amount by way of adjustment of ongoing costs. In addition, in the event that N-And deems it necessary to activate recertification services for the continuation of the Services, the costs will be borne by the Client; should the aforementioned occur, N-And may no longer be able to guarantee the then agreed support standards, response times or other service levels

8.12. If a claim relating to any Product, based on a defect in the quality or condition of the Products or its non-conformity with the specifications, is notified to N-And in accordance with the Procedure for Activating the Guarantee set out in Annex (B) below, N-And will, at its own discretion and at its own expense, repair or replace the defective Product (or the part in question) free of charge. N-And shall have no further liability towards the Client. Replaced Products under the terms of the Guarantee will only benefit from the remaining unexpired period of the Guarantee period contained in Article 8.

8.13. If N-And considers a Guarantee claim to be invalid, it shall inform the Client accordingly. N-And reserves the right to dispose of any Product to which this paragraph applies that remains on N-And's premises after 30 days from such notification. In such circumstances, the Client shall forfeit all rights of complaint and claim against N-And for loss or damage however arising.

ANNEX (B) – PROCEDURE TO ACTIVATE THE GUARANTEE

- 8.14. This Procedure must be read in conjunction with Article 8 above and Annex (A).
- 8.14.1. In order to benefit from the Guarantee, the Client shall report the existence of the defect, deficiency and/or malfunctioning within 8 (eight) days of its uncovering by serving a formal request for activation of the Guarantee containing the following information
- corporate name of the Client;
 - contact details or references of the Client;
 - model and serial number of the Product;
 - complete and detailed description of the fault, deficiency or defect found;
 - detailed description of the component and/or component number;
 - order number.
- 8.14.2. The Parties shall agree on the manner and terms of sending by the Client the defective Product or parts of the defective Product to N-And. The Client, under penalty of forfeiture of the right of guarantee, shall keep the defective Products or the parts of the Product that are defective or non-compliant separately and immediately discontinue their use.
- 8.14.3. Upon receipt of the defective Product or parts of the defective Product, as well as upon receipt of the complete information provided for in this Annex (A), N-And shall proceed with its inspection, in order to ascertain the existence of the conditions for taking advantage of the Guarantee. In the event of a positive verification result, N-And will proceed, depending on the nature of the defect, deficiency or failure, at its sole discretion, alternatively: (i) replacement free of charge by sending a new Product within 20 (twenty) working days from receipt of the defective, faulty or broken Product (or the different term communicated); (ii) repair of the Product; (iii) refund to the client of the purchase price of the Products.
- 8.14.4. If the Client fails to provide, or inadequately provides, the information required in Article 8.14.3 above, N-And shall require the Client to transmit or supplement such information, by written communication. The Client must respond to this reminder with the requested information within 7 (seven) days.
- 8.14.5. In the event of failure to provide the information required in accordance with Articles 8.14.3. and 8.14.4. above, the Client shall forfeit all rights to claim and assert claims against N-And for loss or damage, however arising.

ART. 9 – LIABILITY

- 9.1. This Article shall apply to all claims for damages and indemnification under, or in connection with, these General Terms and Conditions

and/or any Order governed by them, whatever the legal basis.

- 9.2. Neither Party shall be liable for: (i) loss of profits, income or revenues; (ii) loss of use of systems or networks; (iii) loss of goodwill or image; (iv) loss, damage or alteration of data or software; (v) restoration or reinstallation of data or programs; or (vi) indirect or consequential damage.
- 9.3. For each damaging incident or series of related events, N-And's maximum liability shall be limited to the total amount paid or payable by the Client for the Products or Services giving rise to the liability.
- 9.4. The Client is obliged to indemnify N-And and hold it harmless from any claim or legal action initiated or threatened by third parties against N-And as a consequence of a violation of these Terms and Conditions chargeable, even in part, to the Client.
- 9.5. Nothing contained in these General Terms and Conditions excludes or limits liability for:
- wilful misconduct or gross negligence;
 - misappropriation or infringement of the intellectual property rights of N-And or its subsidiaries;
 - breach of payment obligations;
 - any other liability, which cannot be excluded by law.

ART. 10 – USE OF PRODUCTS

- 10.1. The Client acknowledges that the Products are neither designed nor intended for use in high-risk environments, such as, but not limited to, use in nuclear facilities, air navigation or communication systems, air traffic control, armaments, life-support medical machinery or any other use involving a potential risk factor for life.

ART. 11 – INTELLECTUAL PROPERTY

- 11.1. N-And is and remains the exclusive owner of the industrial property rights and know-how incorporated in any Product or Service. It therefore retains industrial property rights in respect of the Products, designs, processes, drawings and any other information communicated to the Client. Unless otherwise provided for in these General Terms and Conditions, no licence, either express or implied, is granted to the Client in respect of trademarks or any other industrial property right.
- 11.2. The use of N-And's trademark, as well as any of its other distinctive signs, is permitted to the Client for the sole and exclusive purpose of identifying and advertising the Products, and possibly the Services, in the sole interest of N-And. The relevant intellectual property provisions, as well as the relevant instructions on the use of the trademark or any other distinctive

sign of N-And, whether registered or unregistered, are contained in the guidelines prepared by N-And, which can be easily found on the Site.

- 11.3. The Software is always only granted under a temporary licence for use, which may be revoked at any time in the event of breach by the client of the terms and conditions contained in Article 5 and the relevant provisions of the Services, or due to improper or illegal use.
- 11.4. The ownership of all industrial and intellectual property rights relating to the written information provided by N-And to the Client and all copies, reproductions or parts thereof, as well as any physical object comprising the same, is and remains the exclusive property of N-And. The Client undertakes to return its property to N-And at the expiry or termination of the Order, or at an earlier time, when its use is no longer required to execute the Orders.
- 11.5. N-And reserves any rights not expressly granted.

ART. 12 - CONFIDENTIALITY

- 12.1. Information communicated or exchanged in connection with the negotiation, conclusion and/or execution of an Order and/or by reason of the performance of obligations arising from these General Terms and Conditions, which is not generally known to the public, whether it is expressly identified as confidential or must, due to the nature of the information or the circumstances, reasonably be understood to be confidential, shall be reasonably protected from disclosure to third parties.
- 12.2. The information communicated or exchanged will be used by the Client to the extent that this is strictly necessary for the execution of the obligations imposed on it by these General Terms and Conditions.
- 12.3. This obligation does not refer to data or information that the Client can prove has been or has become public domain, not in breach of this confidentiality obligation or further confidentiality obligations towards third parties.
- 12.4. The client guarantees compliance with this Article also in respect of its shareholders and/or employees and/or collaborators and/or auxiliaries.

ART. 13 – FORCE MAJEURE

- 13.1. Neither Party shall be liable for any delay or non-performance of any obligation (other than the obligation to pay the Price), if and to the extent that such delay or non-performance is attributable to extraordinary and unforeseeable circumstances, resulting from situations beyond its reasonable control ("**Force Majeure**").
- 13.2. The Party invoking Force Majeure shall notify the other Party in writing of such an event as

soon as possible or within 15 days of its occurrence. Both Parties shall use their best efforts to minimise the impact of force majeure incidents on the performance of the services governed by these General Terms and Conditions.

- 13.3. Force Majeure will lead to an automatic extension of the time limit for the fulfilment of contractual obligations.
- 13.4. As a partial derogation to the preceding paragraph, if an event of Force Majeure lasts for more than 30 (thirty) days, the Party concerned shall be entitled to terminate the Order, in whole or in part, by giving written notice to the party unable to perform.

ART. 14 – TERMINATION

- 14.1. The Parties agree that the following cases, in addition to the various cases already provided for in these General Conditions, constitute grounds for the termination of Orders, at the initiative of N-And, in accordance with Article 1456 of the Italian Civil Code:
 - 14.1.1. *dissolution, transformation, capital reduction or if there is a substantial change in the structure and/or procedures for checking the Client's business;*
 - 14.1.2. *declaration of insolvency, bankruptcy or filing a petition to subject the Client to any insolvency proceedings, or is subject to criminal proceedings;*
 - 14.1.3. *modification (even if only potential) of the Client's organisational, financial and/or capital assets such as to diminish its ability to regularly fulfil its obligations.*
 - 14.1.4. failure of the Client to comply, within the term communicated by N-And, with the requests formulated by the latter, in the event that the locations for the installation of the Products differ from those declared and provided for in the Order;
 - 14.1.5. non-compliance by the Client with any of the obligations imposed on it by Articles 5, 6, 11, 12, 21 and 23;
 - 14.1.6. performance by the Client of acts detrimental to the image of N-And.
- 14.2. Termination shall take effect on the date of sending written notice, in the form required by law, to the Client.

ART. 15 – CONSEQUENCES OF TERMINATION

- 15.1. *In each case of Resolution:*
 - 15.1.1. *the Client shall immediately pay to N-And all outstanding invoices and interest and, in relation to the Products ordered and/or Services performed but for which no invoice has been issued. N-And shall issue an invoice, which shall be paid by the Client immediately upon receipt;*

- 15.1.2. *the Client shall return all Products and all consumables that have not yet been paid in full. Until they have been returned, the Client shall be solely responsible for their safekeeping and shall not use them for purposes other than those provided for in these General Terms and Conditions;*
- 15.1.3. *the accrued rights, remedies, obligations and liabilities of the parties upon the expiry or termination of an Order governed by the General Terms and Conditions shall remain unaffected, including the right to claim damages in respect of any breach of an obligation under the General Terms and Conditions existing at the date of termination or expiry;*
- 15.1.4. *the Articles that explicitly or implicitly outlive the termination of the Order shall remain in force and continue to produce their effects;*
- 15.1.5. in any case, the right of N-And to act for compensation for further damage remains unaffected.

ART. 16 – PROCESSING OF PERSONAL DATA

- 16.1. For the purposes of the execution of this Contract, the Processing of the Client's Personal Data, communicated by the latter to N-And for the supply of the Products and the provision of the Services, shall take place in accordance with the EU Regulation 2016/679, as detailed in the privacy policy available on the N-And website (<https://www.n-andgroup.com/it/>) and/or issued by N-And at the time of subscription, as well as where necessary, by virtue of the consent to the processing of data provided at the time of subscription by the Client.
- 16.2. N-And takes all measures appropriate to the type of data processed and is committed to continuously implementing state-of-the-art Data Protection policies, credential management systems and back-up and disaster recovery policies.
- 16.3. The personnel in charge of data processing have been adequately trained on data collection and processing procedures and are regularly updated on data security, protection and confidentiality issues in order to minimise the risk of non-compliant processing and to minimise the likelihood of data breaches (incidents involving personal data). In addition, N-And has appointed a Data Protection Officer and has defined written policies for handling incidents that may occur to the paper and electronic media in which the data are contained.

ART. 17 – GENERAL PROVISIONS

- 17.1. Capitalised terms expressed in the singular or plural shall have the meaning ascribed to them in the various parts of these General Terms and Conditions.

- 17.2. Should any provision of these General Terms and Conditions be invalid or ineffective, its content shall be reformulated or limited or deleted to the extent strictly necessary to safeguard the full validity and effectiveness of these General Terms and Conditions in all other respects.
- 17.3. Neither Party may transfer an Order nor any rights or obligations arising from these General Conditions or delegate any performance without the prior written consent of the other Party, such consent not to be unreasonably withheld. N-And may, however, make use of its various divisions, subsidiaries or affiliates for the fulfilment of its obligations.
- 17.4. Notwithstanding anything to the contrary, notices provided for in these General Terms and Conditions shall always be given in writing.
- 17.5. The non-exercise of a right by N-And under these General Terms and Conditions does not imply acquiescence.

ART. 18 – GOVERNING LAW AND JURISDICTION

- 18.1. These General Terms and Conditions, the Orders, and the rights and obligations of the Parties arising from these General Terms and Conditions shall be governed by Italian law. The application of the Vienna Convention on Contracts for the International Sale of Movable Property is excluded.
- 18.2. In the event of a dispute arising out of or in connection with the interpretation, validity and/or execution of an Order or of these General Terms and Conditions, the Parties shall endeavour from the outset to settle the dispute, including with the help of an authorised mediation body.
- 18.3. If no agreement can be reached in accordance with the preceding paragraph, the Parties hereby submit to the jurisdiction of the Court of Milan to settle the same.

SECTION II – SPECIFIC PROVISIONS ON THE PROVISION OF SERVICES FOR ITALY

The provisions contained in this Section II shall govern the Orders concluded between N-And and the Client concerning the provision of the Services and the licensing of the respective Software, as well as the maintenance and/or support activities and services for the Services and the respective Software provided and shall prevail, in case of conflict, over the provisions in Section I.

The different Services and configurations available, which are the subject of this Section II, as well as the relevant price lists, are available on the dedicated page of the Site. If the Client qualifies as a Consumer, as defined in Italian Legislative Decree 206 of 6 September 2005 (the "**Consumer Code**"), the General Terms and Conditions for Consumers shall apply ("**Consumer General Terms and Conditions**"), available on the Site.

The terms and conditions contained in this Section II shall also govern any Software update following the Services Activation Date, unless such update includes a specific licence.

ART. 19 – PREMISES AND DEFINITIONS

- 19.1. For the purposes of this Section II, the following terms, whether expressed in the singular or plural, shall have the meanings set forth below:
 - 19.1.1. **Point of Sale:** includes any location, physical shop, machine (e.g. automatic dispenser or *vending machines*) and/or digital platform where an Economic Transaction can be concluded between the Client and End Client, through the use of the Services, as better identified and described on the Site.
 - 19.1.2. **End User:** refers to any natural person, third party with respect to the Client, acting as an end consumer;
 - 19.1.3. **Economic Transaction:** any transaction for the purchase of goods and/or services concluded, at a Point of Sale, through the use of the Services, between the Client and the End Client.

ART. 20 – PURPOSE

- 20.1. This Section II covers all the Services and activities that N-And undertakes to provide, in favour of the Client, described in detail in the relevant Offer, assumed below:
 - 20.1.1. the supply and granting of a user licence, intended for the Client's own use, relating to an application software, to be installed in the Sales Outlets, enabling a support service for the conclusion of one or more Economic Transactions;
 - 20.1.2. the provision of connectivity services (including the supply of the SIM), telemetry and remote control and management of the Point of Sale;
 - 20.1.3. any other software component necessary to guarantee the *business continuity* and security of the Products and Services provided by N-And, as well as the integrity of the Sales Outlets;
 - 20.1.4. the updating of the Software, limited to the following: release of any new versions; elimination of any defects and/or malfunctions; adaptation of the Software following legislative changes;
 - 20.1.5. any other ancillary, preparatory, necessary or only useful service for the performance of the requested services, to be understood as services connected or connected to the main services.
- 20.2. N-And may release subsequent versions of the Software, necessary to guarantee maximum efficiency, security and *business continuity* of the Services provided, or the Products associated with them, without having to request further confirmation and consent from the Client.
- 20.3. It is understood that if the modifications or changes to the Software, including those

envisaged in Articles 20.1.3., 20.1.4. and 20.1.5. above, entail functional increases or substantial changes, such interventions or changes shall not be included in the Order and shall be the subject of separate and specific negotiations between the Parties.

- 20.4. Some of these updates or enhancements may change settings, cause loss of data, content or functionality. N-And will not be held liable in the event of any of these eventualities.

ART. 21 – ACTIVATION DATE; VALIDITY PERIOD

- 21.1. The Client may access the Services for the period of time agreed in the Order ("**Validity Period**"), which shall begin from the Services Activation Date. Activation Date means the earlier of the date of commencement of the provision of the requested Service or the date of the first connection of the Point of Sale to the N-And infrastructure dedicated to the provision of the Services ("**Activation Date**").
- 21.2. Upon expiration, the Services Order is automatically renewed for the period of time specified therein, without N-And having to send any prior notice. Without prejudice to the right of withdrawal of the Client, to be sent in writing by sending a certified email or by registered letter with return receipt, exercisable at any time during the Validity Period and, at the latest, within 4 (four) weeks before the natural expiry of the Validity Period.
- 21.3. The withdrawal will take effect from the beginning of the following year ("**Withdrawal Effective Date**"). Notwithstanding the notice referred to in Article 21.2. above, the Client shall be liable to pay any amount due up to the Effective Date of Withdrawal for the months during which the Client has continued to use (or could have used, even potentially) such Services.
- 21.4. Without prejudice to the provisions of Article 23.2 below, N-And shall issue, if necessary, within 6 (six) months from the Withdrawal Effective Date, a final invoice.

ART. 22 – FEES; COMMISSIONS

- 22.1. N-And provides the Services, differentiated according to the type of Service or their different combinations, as provided for in the dedicated section of the Site, free of charge or for consideration.
- 22.2. In order to remunerate the Services offered, N-And may:
 - 22.2.1. request the payment of a fee;
 - 22.2.2. apply a commission on the amount of each Economic Transaction.
- 22.3. The amount of the fees and commissions, as well as the terms and conditions of payment, are determined on the basis of the price lists in force at the time of the Offer and are differentiated

according to the type of Services chosen or the combination thereof.

- 22.4. Upon expiry of the Validity Period, in the event of automatic renewal, the Client shall be liable to pay the fees or commissions for the Services included in the price list in force at the time of renewal.
- 22.5. From this point in time, N-And reserves the right to change the fees, during the course of the relationship, as the general framework and conditions governing banking relationships change.
- 22.6. Without prejudice to Article 24 below, N-And's right to demand from the payment of additional remuneration from the Client for the use of the Services in excess of the permitted remuneration shall remain unaffected in any case.

ART. 23 – TERMS AND CONDITIONS OF PAYMENT

- 23.1. In the case of Article 22.2.1. above, N-And shall only activate the Services following full payment by the Client of the fee, as agreed in the Order, as well as any Additional Fee applicable to the Client.
- 23.2. During the Validity Period and also in the case indicated in Article 21.3. above, N-And and the Client may also settle their respective give-and-take relationships by offsetting, in accordance with and to the effects of Article 1252 of the Italian Civil Code. In this case, after having carried out the offsetting, the Parties shall pay, by the 15th day of each month, the excess, respectively to the current account indicated by the Client and to that indicated by N-And, in the Order Confirmation.
- 23.3. If the Client does not contest the settlement transmitted by N-And in writing within 5 (five) days of receipt, it shall be deemed to have been definitively accepted.
- 23.4. N-And and the Client will then issue invoices to one another on a monthly basis in accordance with the law.
- 23.5. Any sums owed to N-And or, where applicable, to the Client, in accordance with Article 23.2. above, shall be retained by the counterparty on a fiduciary basis and shall not bear any interest.
- 23.6. The general provisions of Article 6 above shall apply accordingly.

ART. 24 – USE OF SERVICES

- 24.1. The Services are provided by N-And to the Client on a non-exclusive, non-transferable basis, within the limits that may be agreed in the Order. N-And reserves all rights not expressly granted.
- 24.2. N-And will perform the Services in a professional manner and in accordance with generally accepted industry standards.
- 24.3. In order to guarantee the operational continuity of the requested Service (so-called *business*

continuity), the ongoing updating of the Software and the security of the systems, N-And must be able to access the data saved on and/or generated by the use of the Products. . Accordingly, the End Client hereby agrees, as of now and without the necessity of requesting further confirmation and consent - and likewise undertakes to give specific evidence of this provision to End Users, as well as to its customers and suppliers, that:

- 24.3.1. Products connected to a telecommunications network and, if applicable, Sales Outlets transmit, in anonymised form, the data generated by their use;
- 24.3.2. N-And, with remote access, accesses this data in an anonymised form.
- 24.4. The Client shall: (i) provide N-And's personnel with timely access to additional facilities, equipment, documentation, files, data, information or software; (ii) ensure the availability of qualified and authorised staff, in order to assist and cooperate in the provision of the requested Service, in accordance with N-And's reasonable requests; (iii) ensure the physical security of the locations where the Products are installed, as well as ensure all further conditions, necessary for the proper performance of the requested Service; (iv) allow on-site and remote access to the Products related to the requested Service.
- 24.5. The Client may not and shall not exploit or use the Services in such a way as to harm N-And or third parties. In particular, the Client is obliged to refrain from using the Services to carry out activities in competition or, in any case, in such a way as to damage or prejudice the interests, including economic interests, or the image of N-And or third parties in general.
- 24.6. In the event that N-And detects any use of the Services in violation of the General Terms and Conditions, or ascertains unauthorised use of the Services by third parties, it may request from the Client, who undertakes to provide immediate feedback, all information at its disposal concerning such use in order to ascertain the violation of these provisions.
- 24.7. N-And reserves the right to revoke, interrupt or block, even temporarily, the Client's access to the Services and/or terminate the relevant Order, in the event that the Client violates the contractual provisions establishing the limits to the use permitted to him/her or violates the rules intended to protect the Software against unauthorised use. In such cases, however, N-And grants the client a reasonable grace period aimed at rectifying the irregularity. Withdrawal of authorisation to access the Software or Service does not in itself constitute termination of the Order. Withdrawal of the access authorisation without notice may only be maintained by N-

And for a reasonable period, however not exceeding three (3) months.

- 24.8. The Client shall only have the right to regain access after it has proven that it has ceased unlawful use and that it has taken the necessary measures to prevent the recurrence of unlawful use.

ART. 25 – LIABILITY

- 25.1. N-And is not a telephone operator licensed in Italy, or in other parts of the world, to offer telephony, roaming, internet and/or wireless, telegraphy, radio, television or radar services on a continuous and professional basis.
- 25.2. The Client acknowledges that the Software and Services provided by N-And are based on one or more data transmission, communication, device management and distribution, billing, traffic monitoring and over-the-air provision and delivery services provided to N-And by specialised companies ("**Carriers**"); N-And itself uses the services provided by one or more Carriers in accordance with the agreements entered into between N-And and such Carriers (all of which are collectively referred to as the "**Carrier Services**").
- 25.3. The Client further acknowledges that the Service may be temporarily refused, interrupted or limited due to: (a) limitations of the Carrier's facilities; (b) transmission limitations caused by weather, terrestrial, other natural or man-made conditions affecting transmission and other causes reasonably beyond the control of N-And or the Carrier; (c) modifications, upgrades, relocations, repairs and other similar activities necessary for the proper or enhanced operation of the Service; or (d) other factors.
- 25.4. The Client accepts the following provisions concerning Carrier Services, as set out below:
- 25.5. the Client has no contractual relationship with the Carrier of the telecommunications, wireless or cable services, and is not a third party beneficiary of any agreement in force between N-And and the Carrier; the Client accepts (and discharges the consequent liability) that N-And shall not be held liable for any failure, dysfunction, damage (whether direct or indirect), loss of data, interruption of the service provided, causing a breach of the obligations of these General Conditions, generated by the interruption of the Carrier's Services;
- 25.6. the Client is notified and understands that N-And cannot guarantee the security of wireless or cable transmissions, and cannot therefore be held liable for any lack of security related to the use of the Carrier's Services;
- 25.7. the Client is informed and aware that the Services are made available only for Products or Sales Outlets tested within the operational range of the Carrier's networks;

- 25.8. N-And assumes no responsibility for failure to provide adequate services, makes no guarantees or representations as to the availability or quality of the Service provided by the Carrier and has no liability for any errors, interruptions, gaps in coverage or failures of roaming services provided by the Carrier;
- 25.9. In no event shall N-And be liable to the Client for the content or information conveyed by the Carrier's Services, including data transport services, nor for the accuracy, comprehensiveness or usefulness thereof or for any damage resulting from the same;
- 25.10. N-And shall not be liable to the Client for any claim or damage relating to or arising out of or in connection with any information on the Carrier's Services coverage map or the accuracy thereof.
- 25.11. Under no circumstances shall N-And be liable for malfunctions due to the hardware and software configuration of the Client or for reasons resulting from the connectivity offered by the Client's suppliers such as, but not limited to, the speed of the Internet connection, the quality of the access network and the Client's installation or for other regions not directly attributable to N-And.

ART. 26 – SPECIFIC APPROVAL

The Client expressly declares that it accepts and approves, in accordance with Articles 1341 and 1342 of the Italian Civil Code the following Articles: Article 1; Article 2; Article 8.