



GENERAL TERMS AND CONDITIONS FOR CLIENTS

1. SUBJECT AND PURPOSE OF THESE GENERAL TERMS AND CONDITIONS

1.1. These general terms and conditions of sale of goods or services (the "**General Conditions**") govern contractual relationships – and, in particular, the supply of Goods and/or Services (as defined below) – between HWG Sababa S.r.l. a socio unico, with registered office at Piazza Tre Torri 2, 20145 – Milan (MI), VAT and tax code no. 03820790230 (the "**Supplier**" or "**HWG Sababa**") and the party that has commissioned the Supplier for the supply of Goods or Services and is better identified in the Contract (the "**Customer**").

1.2. The terms and conditions set forth in these General Conditions apply to each Contract, even if they are not attached to the Contract or specifically referred to therein, and shall be deemed accepted by the Customer even without specific signature by the latter, at the time of the conclusion of each Contract under the subsequent article 3, excluding the application of any other terms or conditions that may be attached and/or referred to by the Customer in the Contract or in another document related to the supply of Goods or Services, unless expressly accepted in writing by the Supplier in the Contract or by another equally suitable means to bind the Supplier to the Customer.

1.3. The updated general conditions are also available on the HWG Sababa website (www.hwgsababa.com). The latter reserves the right to modify the general conditions without any notice. Such changes shall be effective from the day of their publication or, if applicable, from the date of sending to the Customer along with the Contract. The general conditions applicable at the time of the conclusion of each Contract apply to each Contract.

1.4. For the sole purpose of clarity, given the different types and characteristics of the Services that may be the subject of each Contract, these General Conditions include (i) both general provisions, applicable indiscriminately to any type of Goods or Services; (ii) and specific provisions, referring exclusively to certain types of Goods or Services that may, consequently, not apply with reference to a Contract, if it does not concern the supply of Goods or the performance of Services of the type(s) to which such clauses refer.

1.5. It is expressly understood between the Parties that, unless otherwise agreed in writing between them, in no case will the signature of each Contract result in the granting of any exclusive rights to the Customer, and, accordingly, the Supplier, as the case may be, will remain fully free to perform and provide Goods or Services to third parties.

2. ORDER OF PREFERENCE. DEFINITIONS

2.1. In the event of a conflict between the provisions contained in the documents constituting the Contract, the following order of precedence shall apply, in descending order:

- (a) Specific conditions agreed upon between the Parties and included in the Offer;
- (b) SLA (Service Level Agreement), if signed by the Parties;
- (c) General Conditions.

2.2. In these General Conditions, the terms subsequently indicated, when written in uppercase, shall have the following meanings, with the clarification that terms defined in the singular also refer to the plural and vice versa:

"Goods": refers to the products better specified in the Offer.





"Customer": has the meaning as defined in paragraph 1.1. of these General Terms and Conditions.

"End Customers": has the meaning as defined in paragraph 4.10. of these General Terms and Conditions.

"Privacy Code": Italian Legislative Decree no. 196/2003 and subsequent amendments.

"Industrial Property Code" or "IPC": Italian Legislative Decree no. 30/2005 and subsequent amendments.

"General Conditions": has the meaning as defined in paragraph 1.1. of these General Conditions.

"Contract": means each individual contract concerning the supply of Goods and/or Services by the Supplier to the Customer, consisting of: (i) the Offer; (ii) the General Conditions; (iii) the SLA, if applicable, excluding any other terms or conditions possibly attached and/or referred to by the Customer and not expressly accepted by the Supplier.

"Content": any text, image, sound, video, work, information that is subject to copyright or related rights or any Intellectual Property Rights or industrial property rights of the Supplier, made available to the Customer through the Services or in any other way under or in connection with the Contract, as also indicated in paragraph 9.3. of these General Terms and Conditions.

"Consideration": the amount that the Customer must pay to the Supplier as consideration for the purchase of Goods or the provision of Services under the Contract, as indicated in the Contract or, in the absence thereof, in the relevant invoice issued by the Supplier, as also indicated in paragraph 5.1. of these General Conditions.

"Data": has the meaning indicated in Article 9.2 of these General Terms and Conditions.

"Intellectual Property Rights": refers to all intellectual property and industrial property rights protected under any legal provision, including, without limitation, patents and utility models, patent applications, inventions (patentable or non-patentable, implemented or not implemented), trademarks or trademark applications and other distinctive signs, trade names, logos, copyrights, all computer programs (software), including source codes, executable codes, data, databases, and related documentation, websites, domain names, designs, projects, technical data, formulas, production processes, Confidential Information, advertising and promotional materials, customer lists, trade secrets, know-how, and any other rights in intellectual property and industrial property.

"Force Majeure Event": means any event or circumstance that is not reasonably foreseeable, or that is beyond reasonable control, or that, even if foreseeable, could not be avoided by exercising diligence, prudence, and skill of a reasonable and prudent operator, including, but not limited to, fires, explosions, natural disasters, pandemics and/or epidemics of any kind (including their worsening), lightning, acts of vandalism and/or terrorism, cable cuts, failures of systems, revolutions, riots, wars, coups, closures, strikes and other union actions, interruption of energy flows, suspension or difficulty of communications, laws, orders, regulations, directives or administrative measures (including the so-called factum principis), whether such events directly affect the Supplier or third-party suppliers or subcontractors of the Supplier.

"Supplier": has the meaning as defined in paragraph 1.1. of these General Terms and Conditions.

"GDPR" (General Data Protection Regulation): EU Regulation 2016/679, also referred to in Article 11.1. of these General Terms and Conditions.





"Confidential Information": regardless of whether they have been qualified as confidential, refers to information, data, know-how, or any other information of one of the Parties, including the HWG Sababa Know-How, whether written or oral, of a technical, technological, commercial, or any other nature, including economic and financial information, reports, pricing policies, trade secrets, and technical information related to production processes, as well as any information and records related to customers, as well as the existence and content of this Contract, of which the other Party becomes aware in connection with the execution of this Contract, whether or not included in Intellectual Property Rights.

"HWG Sababa Know-How": refers to all information or data related to or in any way concerning the Supplier's activity, including, by way of example and not exhaustively – products, services, inventions, production processes, tests, research, and related results, analyses and analytical methods, current or potential developments of products, services, and production processes, projects, technical drawings, designs, know-how, formulas, programming codes, scripts, software, technologies, and related configurations adopted by HWG Sababa, techniques, ideas, methods, procedures, or guidelines, documents, reports, manuscripts, photographs, data, estimates, projections, diagrams, as well as any other commercial information of the Supplier.

"Material": has the meaning as defined in paragraph 9.1. of these General Terms and Conditions.

"Model": Model of organization, management, and control suitable for preventing crimes provided for by Legislative Decree no. 231/2001 concerning the "Discipline of administrative liability of legal persons, companies, and associations, even without legal personality, pursuant to Article 11 of Law 29 September 2000, no. 300" adopted by the Supplier and as referred to in paragraph 15.1. of these General Terms and Conditions.

"Offer": refers to the technical document and the commercial document prepared by the Supplier containing the project elaborated by the latter for the supply of Goods and/or Services based on the explicit needs expressed by the Customer, including the related technical and economic terms and special supply conditions.

"Party/ies": refers to the Customer and/or the Supplier.

"Service/s": refers to the services better specified in the Offer.

"SLA": qualitative standards indicated in the Contract, when signed by the Parties, and as referred to in paragraph 4.7. of these General Terms and Conditions.

3. CONTRACT CONCLUSION PROCEDURE

3.1. The Supplier will transmit the Offer to the Customer. The transmission of said Offer by the Supplier to the Customer constitutes a contractual proposal under Article 1326 of the Italian Civil Code.

3.2. Should the Customer intend to conclude the Contract, they must return the contractual documentation to the Supplier, duly signed by a representative, within 10 (ten) calendar days from the date of receipt of the Offer. In the event of non-transmission of the duly signed contractual documentation within the aforementioned period, the contractual proposal from the Supplier will lapse.

3.3. The Contract between the Supplier and the Customer shall be formally concluded: 1) upon the transmission by the Customer of the documentation constituting the Contract duly signed by the latter



as provided for in the preceding paragraph; or, alternatively, 2) upon the submission of the relevant order referencing the Offer protocol.

3.4. As a result of the conclusion of the Contract according to the procedure outlined in the preceding paragraphs, the Supplier provides the Customer, who accepts, with the supply of Goods or Services on the terms and conditions set forth in the Contract.



3.5. The Customer, having correctly and precisely fulfilled their payment obligations under the Contract, may request the Supplier to make any qualitative and/or quantitative variations related to the Goods and/or Services subject to the Contract in writing in accordance with Article 19. The requested variations will only take effect if accepted in writing by the Supplier and upon payment of any additional Consideration due from the Customer for such variations.

3.6. The Supplier reserves the right to accept or reject and to implement variations requested by the Customer at its sole discretion, including, by way of example and not exhaustive, because it does not consider such variations to be compatible with the Goods and/or Services subject to the Contract, or there are necessary technical times for the implementation of such variations, or in the event that the requested variations may damage the integrity or operation of the Customer's IT infrastructure.

4. DELIVERY OF GOODS – PROVISION OF SERVICES

(A) Goods.

4.1. The delivery of Goods will be carried out by the Supplier in accordance with the Incoterms clause indicated in the Contract. In the absence of indications by the Parties, the FCA Incoterms 2020 clause will apply.

4.2. The transfer of risk to the Customer in relation to the Goods will occur in accordance with the applicable Incoterms in the Contract. For clarity, the Supplier will not be responsible in any case for the loss or damage of the Goods that occurs after the transfer of risks, and the Customer will not be exempt from the obligation to pay the Consideration if the loss and damage of the Products occur after the transfer of risk.

4.3. The Customer is required to inform the Supplier, with a notice period of 15 (fifteen) working days before the delivery deadline, of all the specifications necessary for the delivery of the Goods (such as, for example and not exhaustively, the particulars of the carrier that will take charge of the Goods, the delivery time, etc.).

4.4. The Customer is obliged to check, upon receipt of the ordered Products: (a) that the number of packages delivered corresponds to that indicated on the transport document, (b) that the packaging is intact, and (c) that the Goods delivered comply with what is indicated in the Contract.

4.5. If defects cannot be identified during the verification mentioned in the preceding paragraph, they must be communicated in writing by the Customer, under penalty of forfeiture, within 8 (eight) days of discovery; in this case, the Customer must provide, in writing, any information that is useful or appropriate to enable the Supplier to understand the nature and extent of the alleged defect.

4.6. In the event of any defects communicated in accordance with the preceding paragraphs and confirmed by the Supplier, the Supplier will, at its discretion: (a) at its own expense, retrieve the defective Goods and repair or replace the defective Goods with substitute Goods having the same technical and functional characteristics, or (b) refund to the Customer the Consideration paid for the





defective Products. The Customer is obliged to accept the repaired or replaced products or the refund.

(B) Services.

4.7. Services will be provided within the terms and according to the methods indicated in the Contract, as well as according to the quality standards indicated in the Service Level Agreement attached to the Contract ("SLA") when signed by the Parties.

The Customer agrees and acknowledges that the obligations assumed by the Supplier in relation to the provision of Services under this Contract are obligations of means (and not of results). Therefore, the Supplier does not guarantee, and does not provide any warranty regarding, the achievement of any result by the Customer following and/or due to the provision of the Services; in particular, the Customer acknowledges and recognizes that the performance related to the Services does not guarantee full protection against threats of attacks by hackers on the Customer's computer systems.

4.8. Unless otherwise provided in the Contract, including in the SLA, any claims regarding the exact provision of Services must be raised by the Customer according to the terms and methods specified in Article 18.

(C) Common Provisions.

4.9. The delivery terms of the Goods and/or the performance of the Services indicated in the Contract are to be considered merely indicative.

4.10. Without prejudice to the provisions of these General Terms and Conditions regarding the confidentiality of Confidential Information and HWG Sababa Know-How, the Customer may not resell, assign, transfer, sublicense, allow the use or economic exploitation of the Goods or Services, for consideration or free of charge, in any form to end customers and/or to third parties in general ("**End Customers**"), without the prior express written authorization of the Supplier. In this case, the Customer undertakes to enter into agreements with End Customers that provide, with respect to such End Customers, confidentiality obligations similar or more stringent than those provided in these General Conditions with reference to any technical or commercial information relating to the Supplier's activity or knowledge, Products and Services, or any Confidential Information or that may be encompassed in the notion of HWG Sababa Know-How. The Customer will remain fully and directly responsible towards the Supplier in the event of violation by said third parties of any violation, disclosure, or unauthorized use of all that pertains to the Goods and/or Services resold, assigned, transferred, sublicensed, or to which it has allowed the use or economic exploitation, as well as in relation to HWG Sababa Know-How.

4.11. Where the Services provided by HWG Sababa involve the use of third-party software, the Customer undertakes to review and comply with the terms of use of the respective license. The Customer acknowledges and agrees that HWG Sababa does not guarantee and is in no way responsible for the proper functioning of third-party software, as the Supplier is solely responsible for its delivery and installation, where the latter has been agreed upon by the Parties.

5. CONSIDERATION. PAYMENT TERMS AND CONDITIONS

5.1.1. As consideration for the purchase of Goods or the provision of Services under the Contract, the Customer will pay the Supplier the consideration as indicated in the Contract or, in the absence thereof, in the corresponding invoice issued by the Supplier (the "**Consideration**").





5.1.2. The Customer expressly acknowledges and agrees to always pay the Supplier the entire cost related to the license(s) purchased by HWG Sababa from its vendors for the provision of Services, even in the following cases:

- (a) in the event of early termination by the Customer; and/or
- (b) if the Customer's notice of withdrawal and/or termination of the Contract does not allow the Supplier to timely terminate the related license agreement (resulting in its renewal by the vendor). To enable timely termination, the Customer must send the termination or cancellation at least 90 (ninety) days before the Contract expiration date.

5.2. The Consideration, as well as any additional amount due from the Customer to the Supplier under this Contract, must be understood net of VAT and stamp duty, as well as any other taxes or duties, as applicable from time to time.

5.3. The Customer undertakes to fulfill diligently the tax obligations imposed by law on it under the Contract and to indemnify the Supplier from any prejudice resulting from any breach by the Customer in relation to the above.

5.4. The Customer shall make the payment of the Consideration, upon issuance of the corresponding invoice by the Supplier, within the terms specified in the Contract or, in the absence thereof, in the invoice itself. The said payments must be made by the Customer to the Supplier in accordance with the methods indicated in the Contract or, in the absence thereof, in the invoice.

5.5. Invoices will be issued within the terms and according to the periodicity specified in the Contract; all amounts indicated in the invoice will be expressed in Euro (unless otherwise indicated in the Contract).

5.6. The Customer will make the payment of the Consideration without the possibility of offsetting or suspending payments for any reason, except in the case of serious non-fulfilment by the Supplier, in accordance with Article 1462 of the Italian Civil Code.

5.7. In case of non-payment of the Consideration within the term specified in the Contract, the Supplier shall have the right to apply, without the need for notice or formal demand, default interest at the rate provided by Italian Legislative Decree 231/2002 for each day of delay, without prejudice to the compensation for any greater damage. The Supplier also reserves the right to use any further means of protection and remedy provided for by applicable law or the Contract, including, by way of example and not exhaustively, the suspension of the supply of Goods or the provision of Services for the entire period of the Customer's default under Article 1460 of the Italian Civil Code and the termination of the Contract under Article 1456 of the Italian Civil Code.

5.8. The Customer acknowledges that, if the costs incurred by HWG Sababa increase during the Contract due to various factors (including, merely by way of example, price increases by HWG Sababa's vendors), variations or modifications to the Consideration may consequently be made that will be effective only if approved in writing by the Customer.

6. CUSTOMER'S RESPONSIBILITY. REPRESENTATIONS AND WARRANTIES. NON-SOLICITATION.

6.1. It is the Customer's responsibility to:

- (a) assess, before entering into the Contract, whether the characteristics, including, without limitation, the technical and qualitative characteristics, of the Goods or Services meet and are suitable for the Customer's needs;





(b) cooperate with the Supplier in order to verify and ensure – and ensure that the End Customer verifies and ensures – that the Goods and Services comply with and do not violate applicable laws and regulations, even in the countries where the Goods are intended to be used and the Services are intended to be enjoyed, as currently in force;

(c) ensure that the locations where the Goods must be provided or the Services must be performed comply with applicable laws and regulations, including any applicable health and safety regulations. Consequently, the Supplier assumes no responsibility in this regard. The Customer undertakes, in any case, to allow access to the Supplier's representatives at the aforementioned locations where this is necessary or appropriate for the performance of the activities under the Contract.

6.2. If the Goods and/or Services provided are of particular importance to the Customer's business, it is the Customer's responsibility and obligation, at its own exclusive expense, to implement all necessary and appropriate technical and organizational measures to remedy any temporary unavailability thereof and collaborate with the Supplier to resolve any such temporary unavailability. Notwithstanding the foregoing, it is also the Customer's responsibility and obligation to implement adequate and independent security measures to ensure the protection of its computer systems from hacker attacks that the Supplier may not be able to contain through the provision of the Services, without prejudice to cases of fraud or gross negligence by the Supplier. Consequently, the Supplier assumes no responsibility in this regard.

6.3. The Customer declares and warrants that:

- it possesses all authorizations and permits required by law and applicable regulations, even in the countries where the Goods are intended to be used and the Services are intended to be enjoyed, as currently in force, to purchase the Goods and use the Services;
- it will use – and ensure that the End Customer uses – the Goods or Services in accordance with the provisions of this Contract and any instructions provided by the Supplier, as well as applicable laws and regulations, as currently in force, while respecting the rights of third parties;
- it will diligently preserve and guard the physical Goods that are part of the service and installed at its site(s) (or at its sites), from the time they are deposited at the latter (or at these), and until the return to HWG Sababa, also keeping them free from any charge, lien, or encumbrance. It also undertakes to reimburse HWG Sababa, upon simple request, both for the loss of material and for any damage caused to it. Furthermore, at the end of the Contract or its renewal, the Customer undertakes, at its own expense and with the provision of the necessary means, to return such physical Goods to HWG Sababa;
- for the use of Services, it will employ equipment approved according to European standards, in perfect working order and such as not to disturb the Services or prejudice third parties;
- it will implement adequate and independent security measures to ensure the protection of its computer systems from hacker attacks that the Supplier may not be able to contain through the provision of the Services;
- it will not use – and ensure that the End Customer does not use – the Goods or Services improperly, for purposes other than those for which the Goods or Services are intended, and/or to transmit content that violates the provisions of this Contract and any instructions provided by the Supplier, as well as applicable laws and regulations, as currently in force, or that may otherwise be harmful to the rights of the Supplier or third parties;





- it will allow the Supplier (and persons authorized by it) access to the information, data, and infrastructures (both IT and physical) necessary for the proper execution of the services under this Contract, and it guarantees to have legitimate availability thereof;
- it will use the Goods and Services subject to the Contract in accordance with the law, regulations, and the conditions of this Contract, and so as not to create disturbances to third parties, as well as in accordance with the license conditions of third-party software, where applicable. The Customer undertakes to indemnify and hold harmless the Supplier from any claim, legal action, administrative action, loss, or damage (including legal fees and expenses) arising from or connected to the illegal or improper use of the Goods and Services by the Customer;
- it will not allow unauthorized third parties, by the Supplier, to perform interventions of any nature on the Goods. If the Customer acts in violation of the above, any costs, expenses, or damages of any kind resulting from it will be at its expense.

6.4. The Customer will indemnify and hold harmless the Supplier, its Administrators, Executives, and employees from and against losses, damages, liabilities, actions, claims, complaints, costs, taxes, or expenses, including any reasonable legal expenses, related to and/or arising from the violation of the above by the Customer and/or due to the negligence or intentional conduct of its personnel, representatives, or external collaborators in connection with the supply of Goods and/or Services under the Contract.

6.5. The Customer acknowledges that Services will not be guaranteed in case of improper use, and it is its responsibility to take adequate precautions to ensure that the conduct of its activities is not prejudiced by defects, malfunctions, or interruptions of the service itself.

6.6. In the event of failure and/or malfunction caused by an intervention of the Customer, not authorized by HWG Sababa, the Customer will be liable to HWG Sababa for both the expenses for repair and/or restoration and any damages caused.

6.7. For the duration of the Contract, the Customer shall not, directly or indirectly: (i) induce or attempt to induce the employees and/or collaborators and/or managers and/or members of HWG Sababa or its affiliates to interrupt their current cooperation, for example by offering them a contract of employment; (ii) solicit or attempt to attract a customer, supplier or other business partner of HWG Sababa or its affiliates.

7. RESPONSIBILITY OF THE SUPPLIER. STATEMENTS AND WARRANTIES

7.1. The Supplier declares and guarantees:

- that it will fulfill the performances under the Contract in accordance with the provisions of the Contract, as well as applicable laws and regulations in Italy, as currently in force;
- not to be aware, at the date of the Contract's signing, of any legal action or any dispute regarding the violation of third-party rights, including intellectual property rights, with reference to the Goods and/or Services.

8. LIMITATION OF LIABILITY

8.1. The Supplier shall be liable for damages caused to the Customer due to the non-fulfillment of obligations arising from the Contract, limited to damages that are an immediate and direct consequence of such non-fulfillment and due to willful misconduct or gross negligence of the Supplier itself; therefore, liability for consequential and indirect damages is excluded, including loss of revenue





or profit or business opportunities, as well as damages for injury to image and/or commercial reputation.

8.2. The Parties agree and concur that the Supplier shall not be liable for:

(i) delays, non-fulfillment, or inaccurate fulfillment, or any damage or liability of the Customer resulting from attacks by hackers on the Customer's computer systems, unless such attacks are attributable to the Supplier's wilful intent or gross negligence;

(ii) delays, non-fulfillment, or inaccurate fulfillment, or any damage or liability of the Customer or third parties resulting from interruption, malfunction, suspension, or delay of the Services caused or otherwise dependent on the Customer itself, another operator, or, in general, third parties;

(iii) delays, non-fulfillment, or any damage or liability of the Customer resulting from or connected to delays or omissions of the Customer, or dependent on inconsistencies and/or deficiencies in the information, data, and/or infrastructure of the Customer;

(iv) delays, malfunctions, and/or interruptions in the provision of Services if such delays or malfunctions are caused by force majeure (or events not foreseen and not foreseeable by HWG Sababa and dependent on natural events or third parties, such as natural disasters, lightning, fires, explosions, strikes, civil unrest, acts of terrorism, changes in laws, etc.) or to comply with any provision of the public administration, including the Judicial Authority;

(v) unless in case of wilful misconduct or gross negligence, for any loss of data, interruptions, or malfunctions of the Customer's systems in connection with the Validation Test activities of SIEM or other services of HWG Sababa or that simulate attacks on hardware and software systems of the Customer itself to assess the level of cybersecurity (e.g. Vulnerability Assessment and Penetration Testing services). In relation to such activities, the Customer undertakes to sign a specific authorization and indemnification letter to the Supplier.

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8.3. Notwithstanding the above, the Parties agree that the Supplier shall not be obliged to compensate damages (including those as a penalty) for amounts exceeding:

- the Consideration, or
- in the case where the Contract concerns the provision of Services and such Services are to be provided for periods longer than 12 (twelve) months, the Supplier shall not be obliged to compensate damages for amounts exceeding the Consideration paid by the Customer in the 12 (twelve) months preceding the date on which the event giving rise to the Customer's claim for damages occurred, or
- in the case where the Contract concerns the sale of multiple Goods, the Supplier shall not be obliged to compensate damages for amounts exceeding the Consideration paid by the Customer for the Good or Goods that caused the damage for which the Customer is seeking compensation.

8.4. All the aforementioned limitations of liability shall not apply in case of wilful misconduct or gross negligence of the Supplier.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. The Supplier owns the HWG Sababa Know-How and is also the owner or legitimate licensee of every Intellectual Property Right related to the Goods and Services, as well as the software, packages, and/or computer media, application programs, and any other ancillary material provided by the Supplier to the Customer for the use of the Goods and/or the enjoyment of the Services (the "**Material**"). Therefore, the Customer declares and guarantees that it will use – and will ensure that End Customers use – the Products and Services in compliance with the Intellectual Property Rights of the Supplier and/or third parties.

9.2. In the execution of the Services, the Supplier may monitor and collect data and information from the Customer's computer infrastructure, including both hardware and software components, related





to the operation and technical and operational specifications of the Customer's computer systems, the security measures adopted by the Customer, and any cybersecurity intervention carried out to prevent or resolve threats and/or protect the Customer, as well as related results, processes, and intervention methods (the "**Data**", not as personal data but as aggregated data). The Supplier owns the Data generated as a result of activities carried out on behalf of the Customer and may record, organize, store, consult, process, and use the Data collected from the Customer, with computer tools, also to improve the Products and/or Services offered, even to third parties for profit. It is understood that the Supplier will subject such Data to security measures suitable for preventing access by unauthorized individuals to ensure confidentiality.

9.3. The Customer acknowledges that the aforementioned Data, individually and, especially, as an aggregated set of data and information, will become part of the HWG Sababa Know-How protected under Articles 98 and 99 of the Industrial Property Code.

9.4. The Customer declares and guarantees that it will use – and will ensure that End Customers use – the Products, Services, and Data in compliance with the HWG Sababa Know-How and the Intellectual Property Rights of the Supplier and/or third parties.

9.5. Therefore, the Customer is not authorized to reproduce, process, publish, publicly disseminate, or distribute and/or retransmit, in any form and by any means, the Material or the Data, except to the extent necessary to use the Service, with an express prohibition on transferring to third parties for any reason and any other form of economic exploitation.

9.6. Any text, image, sound, video, work, information (the "**Content**") subject to copyright or related rights or in any case to Intellectual Property Rights or industrial property rights of the Supplier, made available to the Customer through the Services or in any other way under or in relation to the Contract, may be used by the Customer solely for the enjoyment of the Services themselves. The reproduction, dissemination, publication, and any other form of economic exploitation of the Content owned by the Supplier or for which the Supplier is a licensee, not authorized by the Supplier, are prohibited.

9.7. The Supplier may use the Customer's name, trademark(s), or other distinctive signs (including abbreviations, corporate logos, etc.) for institutional publications and/or for promotional activities related to the activities of the Supplier's company and/or the Customer (e.g. publication of presentations, brochures, the company's website and/or on social channels, creation of posts and videos on its own and/or third-party digital channels), as well as for reference and archiving of works carried out by the Supplier for and/or with the Customer, in order to describe and promote the activities carried out for the Client in the following cases: (1) press releases and/or other public communications (e.g., press conferences); (2) reference lists and/or proposals related to services intended for third parties (e.g., advertising brochures, work lists, participation in tenders/bids, etc.); (3) presentations at events and/or conferences.

9.8. In the event of termination or cessation of the Contract, for any reason, and upon written request of the Customer, the Supplier will make every effort to cease the use of the Customer's trademark (or trademarks) as per the previous Article 9.7 promptly by removing any related reference from its website and promotional and/or commercial documentation, within a reasonable period considering the circumstances and any technical requirements, and, in any case, within and not beyond 4 months from the date of receipt of the Customer's written request.

10. CONFIDENTIALITY

10.1. Each Party undertakes not to disclose to third parties, even in part, any Confidential Information of the other Party that may be provided, acquired, and/or shared during the execution or throughout



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the duration of the Contract. Additionally, the Customer commits not to disclose data or information that falls within the HWG Sababa Know-How.

10.2. In particular, in relation to such Confidential Information, the Supplier and the Customer mutually agree to:

- treat the Confidential Information as strictly confidential and to take all necessary measures, including security measures, to maintain its confidentiality;
- use the Confidential Information solely for the purpose for which it was transmitted and shared, in compliance with the provisions of the Contract;
- not make any statements, issue any communications, or publish any information that may contain Confidential Information, except as previously agreed in writing between the Parties.

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10.3. Notwithstanding the above, each Party may disclose Confidential Information to its personnel for whom knowledge of the Confidential Information is necessary to perform the Contract, provided that the Party binds such personnel to confidentiality obligations substantially equivalent to those specified in this article. It is understood that each Party will remain solely responsible for any breaches of these obligations by its personnel.

10.4. With the exception of the Data that will remain in the possession of the Supplier, within 10 (ten) days from the termination, for any reason, of the Contract, each Party shall return to the other any Confidential Information, along with any supports of any nature, of the other Party in its possession, also permanently and entirely removing any and all recordings or archives containing the Confidential Information from its computer and physical systems.

10.5. The obligations under this article will remain in effect between the Parties for the entire duration of the Contract and even after its termination for any reason.

11. DATA PROTECTION

11.1 The Parties commit to comply with the regulations on the protection of personal data applicable to the activities carried out under the Contract or otherwise related to it, including, for example, the EU Regulation 2016/679 ("**GDPR**") and Italian Legislative Decree no. 196/2003 and subsequent amendments and additions ("**Privacy Code**").

11.2 Concerning personal data related to each Party or its legal representatives or contact persons communicated by each Party to the other for the purpose of concluding the Contract, each Party will act as an independent data controller. For the execution of the Contract, if required by the GDPR, the Supplier will be appointed by the Customer as the data processor under art. 28 GDPR.

11.3 Personal data related to the Customer or its legal representatives or contact persons will be processed by the Supplier to conclude and execute the Contract and fulfill the legal obligations to which the Supplier is subject, as well as, if necessary, to ascertain, exercise, or defend a right in court. Concerning these purposes, consent is not required since the processing is carried out under, respectively, Articles 6 (b), 6 (c), and 6 (f) of the GDPR. Providing personal data by the Customer is optional but necessary to achieve these purposes; therefore, if not provided, the Supplier cannot execute the Contract.

11.4 Personal data related to the Customer or its legal representatives or contact persons may also be used, depending on the consent given by the Customer, for registering and sending by email from the Supplier:



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VAT 03820790230

Piazza Tre Torri 2, 20145 Milan (MI) Italy

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11.4.1. the monthly newsletter containing, for example, industry news, promotion of new services from HWG Sababa, invitations to industry events, and an illustration of co-partnership activities;

11.4.2. sending direct marketing e-mails following profiling.

11.4.3. For the aforementioned purposes (Articles 11.4.1, 11.4.2, and 11.4.3), the Customer's consent is necessary under Article 6 (a) GDPR. Providing personal data by the Customer is optional for these purposes and can be revoked at any time according to the procedures in the following point 11.5.

11.5 Personal data may be made accessible, disclosed, or communicated to employees or collaborators of the Supplier as well as to suppliers, consultants, or other public or private entities to whom the Supplier needs or is obliged to communicate them, who will act, depending on the cases, as authorized persons for processing, data processors, or independent data controllers. In case some of the subjects mentioned above are established outside the European Economic Area, personal data will be transferred, in the absence of adequacy decisions and without any of the derogations provided in Article 49 GDPR, based on the standard contractual clauses referred to in Article 46 (2) (c and d) GDPR. Personal data will be kept for a period equal to the statute of limitations for the enforcement, exercise, or defense of the rights for which the processing is necessary.

In particular, please note that HWG Sababa uses Salesforce as a CRM and marketing platform and, therefore, the personal data communicated by the Customer may be transferred to Salesforce for processing (for more information on the privacy policy of the latter, see: <https://www.salesforce.com/it/company/privacy>).

Each data subject may, within the limits provided by the GDPR, request information from the Supplier about the purposes and methods of processing their personal data, access their personal data and receive a copy, correct incomplete, inaccurate, or not updated data, delete their personal data, limit the processing of their personal data, object to the processing, and obtain the portability of their personal data. To exercise the above rights, the data subject may send an email to the address compliance@hwgsababa.com. The data subject also has the right to lodge a complaint with the competent supervisory authority if they believe that their rights under the GDPR have been violated.

11.6 The Customer guarantees to the Supplier that its legal representatives or contact persons have received adequate information on the processing of personal data and that their personal data can be lawfully processed by the Supplier, as indicated above.

11.7 In cases where the Supplier, in providing the Services that are the subject of the Contract, carries out processing activities on behalf of the Customer, the Supplier acknowledges that, concerning such processing activities, it will act as a data processor and undertakes, pursuant to Article 28 GDPR, to conclude an agreement with the Customer on the processing of personal data regulating the obligations of the Parties with reference to the processing activities in question.

11.8 Personal data communicated by the Customer based on the above points will be kept by HWG Sababa for the entire duration of the supply Contract for Goods and/or Services (including any renewals, extensions, and/or integrations). At the end of the latter, personal data will be anonymized by HWG Sababa itself, upon written request from the Customer.

12. DURATION AND TERMINATION

12.1. The Contract shall be valid and binding between the Parties from the date of its conclusion and will have the duration, renewal conditions, and termination indicated in the Contract itself. However, Article 5.1.2 of these General Terms and Conditions shall apply in any case.





12.2. In the event that the Contract does not specify the duration, the following provisions shall apply: the contract has a duration of 36 (thirty-six) months from the date of conclusion and subsequently automatically renews at the end of each year unless one of the Parties sends a termination notice, according to the procedures in Article 19, with at least 90 (ninety) days' notice.

In the case of unilateral termination by the Customer before the expiration of the contract (to be communicated to the Supplier, according to the procedures in Article 19, with at least 90 (ninety) days' notice), the Customer will pay an amount equal to the fees due until the first expiration date.

13. CONTRACT TERMINATION

13.1. Without prejudice to any other hypothesis of termination and/or cessation provided by the Contract or by law, the Supplier may terminate the Contract under Article 1456 of the Italian Civil Code if the Customer is in breach of:

the obligations established by paragraph 4.10;

the obligations established in Article 5;

the obligations established in Article 6;

the obligations established in Article 9;

the obligations established in Article 10;

the obligations established in Article 11;

the obligations established in Article 15;

the obligations established by paragraph 20.2.

13.2. The termination or cessation, for any reason, of the Contract shall not relieve the Customer of the obligation to make payment of any amounts still due as consideration for the Supplier.

14. FORCE MAJEURE

14.1. The Supplier is obligated to inform the Customer in writing of the occurrence of a Force Majeure Event, providing details of the nature of the Force Majeure Event and indicating, as far as possible, the possible delays or consequences.

14.2. In the event of a delay in the performance and/or non-performance, in whole or in part, by the Supplier of any obligations under the Contract caused by Force Majeure Events (resulting in the temporary or definitive impossibility of fulfilling the obligations under the Contract), the Supplier shall not be deemed in breach and shall not be liable to the Customer.

15. MODEL 231 AND SUPPLIER'S CODE OF ETHICS

15.1. The Supplier declares to adhere to the provisions of Legislative Decree no. 231/2001 concerning the "Corporate Administrative Liability Discipline, of legal entities, companies, and associations even without legal personality, pursuant to Article 11 of Law no. 300 of September 29, 2000," and, in order to ensure an ethically shared behavior and pursue the respect of the principles of legitimacy, correctness, and transparency in carrying out business activities, has adopted an Organization, Management, and Control Model suitable for preventing crimes provided for by the aforementioned Legislative Decree no. 231/2001 (the "**Model**") and, therefore, has appointed a Supervisory Body tasked with overseeing the effectiveness and implementation of the Model.

15.2. The Supplier has also adopted its own Code of Ethics.



15.3. The Customer undertakes to: (i) respect the provisions and principles of Legislative Decree no. 231/2001; (ii) report any violations, including suspected ones, of the principles and provisions of the aforementioned decree.

15.4. Non-compliance with the provisions of Legislative Decree no. 231/2001 and/or the principles of the aforementioned Model and/or the Code of Ethics constitutes a serious breach of the obligations under this Contract and will entitle the Supplier to terminate it with immediate effect by simple written notice, pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the compensation for any damage caused.

15.5. If the Customer has adopted its own Organization, Management, and Control Model pursuant to D. Lgs. 231/2001 and its own Code of Ethics, the Customer undertakes to transmit them to the Supplier, who undertakes to take notice of them and to comply with the provisions and principles set out in D. Lgs. 231/2001 in relation to the Customer.

16. HEALTH AND SAFETY IN THE WORKPLACE

16.1. The Supplier guarantees compliance with the requirements regarding health and safety in the workplace as stipulated by current legislation, as well as compliance with all legal and contractual provisions regarding remuneration, insurance and social security contributions, accidents, as well as obligations, benefits, and duties related to the employment relationship of its employees, according to the legislation and relevant industry contracts in force. To the extent that it is the subject of the Contract and where applicable and in accordance with the provisions of Legislative Decree 81/2008 and any amendments, the Customer undertakes to provide the Supplier with information on specific risks existing in the environment where it is intended to operate and on the preventive and emergency measures adopted by the Customer itself in relation to its activity, including a declaration on the existence or absence of interference risks, and, where necessary, the drafting and delivery of the Single Document of Assessment of Risks from Interference.

17. SUBCONTRACTING. PROVISION OF SERVICES BY SUBSIDIARIES.

17.1. The Supplier has the right to subcontract to third parties, in whole or in part, the activities covered by the Contract, prior authorization by the Customer, which will not be unreasonably denied.

17.2. The Supplier shall be responsible to the Customer for the actions of third parties to whom it has subcontracted, in whole or in part, the activities covered by the Contract.

17.3. The Customer acknowledges and accepts that the services of Tier-1 (for the provision of any SOC services purchased from it) will be provided by HWG Cyber Security UAB, based in Vilnius, Lithuania, a wholly owned subsidiary of HWG Sababa S.r.l.

18. COMPLAINTS

18.1. Any complaints regarding the Goods and/or Services, the Consideration, or, more generally, the Contract can be forwarded by the Customer to the Supplier by any means but must be confirmed by registered letter with return receipt or email (claims@hwgsababa.com) by the Supplier within 30 (thirty) days from the date of receipt of the complaint.

18.2. In the event that the complaint concerns particularly complex matters that do not allow for a comprehensive response within the aforementioned timeframe, HWG Sababa, within the preceding



period, will inform the Customer of the circumstance, indicating the new deadline by which the complaint will be processed.

19. COMMUNICATIONS

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19.1. All communications regarding the Contract must be made in writing and will be considered effectively delivered or notified if delivered by registered letter, courier, or PEC (i.e. certified mail) to the addresses indicated in the Contract.

19.2. All communications sent under this article will be deemed received by the recipient (i) if sent by courier or registered letter with return receipt, on the date of signing the return receipt itself, or (ii) if sent by PEC (i.e. certified mail) at the time of its receipt.

19.3. Any change to the domicile or addresses indicated above must be immediately communicated, according to the methods provided for in this article. As long as the Parties have not notified such changes in the manner outlined above, communications made in accordance with these rules and to the addresses and individuals indicated above will be deemed valid.

20. MISCELLANEOUS

20.1. Amendments.

20.1.1. Each Contract shall constitute the entire expression of the agreements reached by the Parties regarding its subject matter and shall supersede all previous contracts, agreements, and/or understandings, whether written or oral (if any), previously concluded and/or reached by the Parties on the same subject matter.

20.1.2. No agreement or covenant modifying or expanding the Contract shall be binding on either Party unless made in writing, expressly refers to the Contract itself, and is signed by the Parties or their duly authorized representatives. In particular, if the Customer, during the duration of the Contract, requests the Supplier to modify the Contract, the Supplier undertakes to assess the feasibility of the same and, if there is no technical or management impediment, the Parties agree on the additional consideration due by the Customer for the change requested, by written agreement amending the Contract in force. In case of failure to reach an agreement, the Contract will continue under the originally agreed conditions.

20.1.3. Notwithstanding the above, the Supplier may unilaterally modify the technical and qualitative specifications of the Goods and/or Services, the Consideration, as well as these General Conditions, due to new technical, economic, and managerial needs, which will be specifically communicated to the Customer. In particular, the clause in paragraph 5.8 is preserved.

20.1.4. The changes referred to in paragraph 20.1.3. will become effective from the moment of the communication sent by HWG Sababa to the Customer.

20.1.5. In case any provision of the Contract is declared null, invalid, or ineffective, such defect will not affect the remaining provisions of the same Contract. The Parties shall be released from complying with the rights and obligations provided by the provisions declared null, invalid, or ineffective but only to the extent that such rights and obligations are directly conditioned by such nullity, ineffectiveness, and invalidity. In this case, the Parties will negotiate in good faith to replace the null or invalid provisions with other valid and effective provisions that, as much as possible, reflect the original intention of the Parties.

20.2. Assignment of the Contract.





20.2.1. The Customer may not assign, in whole or in part, the Contract without the prior written consent of the Supplier.

20.2.2. The Customer acknowledges and authorizes the Supplier to assign the Contract, the rights (including credit rights), and the obligations arising therefrom to third parties. The Supplier will inform the Customer of the assignment according to the provisions of Article 19.

20.3. Taxes and Fees.

20.3.1. Any tax or fee arising or relating to the activities covered by this Contract or applicable to the Consideration will be borne by the Customer.

20.4. Tolerance.

20.4.1. If either Party tolerates behavior by the other Party that could constitute a violation of the provisions of the Contract, this will not constitute a waiver of the rights arising from the violated provisions or the right to demand strict compliance with all the terms and conditions of the Contract. Subject to the foregoing, the failure or delayed exercise by either Party of any of its rights, powers, or faculties under the Contract will operate as a waiver limited to the specific case and will not prevent the partial exercise by such Party of any other right or faculty under the Contract.

20.5. Independence of the Parties.

20.5.1. To avoid any doubt, the Parties expressly acknowledge that, by signing the Contract, they do not intend to create any association, joint venture, joint enterprise, or similar relationship between the Customer and the Supplier.

20.6. Attempt at Conciliation.

20.6.1. Pursuant to Article 1, paragraph 11 of Italian Law No. 249/97, for disputes identified by measures of the Communications Guarantor Authority that may arise between the Parties, they undertake, before acting in court, to attempt conciliation before the aforementioned Authority in the manner and within the terms provided therein.

21. APPLICABLE LAW AND JURISDICTION

21.1. The Contract is governed and interpreted in accordance with Italian law.

21.2. For any dispute relating to the validity, effectiveness, interpretation, execution, or termination of the Contract, the judicial authority of the Milan Court shall have exclusive jurisdiction.

For HWG Sababa S.r.l. with sole shareholder

Name: Eng. Enrico Orlandi

Title: Legal representative

Date:

Signature:

For the Customer

Name:



**GENERAL TERMS AND CONDITIONS
FOR CLIENTS
HWG SABABA S.R.L.**

Version: 06.00

Publication date: 30/01/2025



Title: Legal representative

Date:

Signature:

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Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer specifically accepts the following clauses of these General Terms: art. 1 (Subject matter and purpose of these General Terms and Conditions); Article 4 (Delivery of Goods – Provision of Services); Article 5 (Consideration. Payment terms and conditions); Article 6 (Customer's responsibility. Representations and warranties. Non-solicitation); Article 8 (Limitation of Liability); Article 9 (Intellectual Property Rights); Article 12 (Duration and Termination); Article 13 (Contract Termination); Article 14 (Force Majeure); Paragraph 20.1 (Amendments); Paragraph 20.2 (Assignment of the Contract); Paragraph 20.6 (Attempt at Conciliation); Article 21 (Applicable law and jurisdiction).

For the Customer

Name:

Title: Legal representative

Date:

Signature:



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