



General Terms of Purchase of Goods and Services of RGI S.p.A.

These “General Terms of Purchase of Goods and Services” (“GTP”) apply to all Orders and Contracts signed by RGI S.p.A. and contain all rules that regulate the purchase by RGI S.p.A. of Services and/or Goods from the Supplier. If any contrast arises between the GTP and similar conditions of the Supplier, the latter will not be applied by RGI S.p.A., even if they have been accepted by the latter, in the part where they are incompatible with the GTP.

This is expressly subject to any derogating provisions specifically indicated in the Contracts.

1. DEFINITIONS

For the purposes of these General Terms of Purchase, the following terms shall have the meanings indicated below:

Good(s): tangible or intangible items that may form the subject of rights

General Terms of Purchase: these general terms of purchase of Goods and Services

Special Terms: special terms that regulate specific aspects of the purchase of Goods and/or Services and that, if different from the GTP, derogate the same

Terms: the GTP and the Special Terms indicated jointly

Client: RGI S.p.A., hereafter also known as “RGI”

Supplier: the natural and legal person that supplies Goods or Services to RGI

Parties: RGI S.p.A. and the Supplier where indicated jointly

Contract(s): the consensual legal instrument containing the Special Terms and the other clauses based upon which the purchase of Goods or Services by RGI is regulated

Framework Agreement: the consensual legal instrument of regulatory nature containing the rules applicable to one or more Contracts or to one or more Orders entered into by RGI with the Supplier, for renvoi referral to the same by each Contract or Order

Order: document issued by RGI to the Supplier containing the request for purchase or enjoyment of Goods and/or the specification of the necessary requirements for Services

Services: performances provided by an entity having the means necessary to provide them, organised at its own risk

Price: total fee envisaged by the Contract and/or by the Order, due to the Supplier, for the purchase of Goods and/or Services, including, unless otherwise agreed, costs of travel, transport and packaging, collection of any waste materials and delivery to authorised landfill, insurance, taxes, rates, fees and, in general, any cost and/or expense.

Deadline: date by which the purchased Goods must be delivered or the Services must be provided by the



Supplier

2. CONTRACTS AND REGULATION OF SUPPLY

2.1 RGI sends to the Supplier the Order and/or the Contract containing the reference to the GTP published on the company's internet website and the indication of the Services and/or Goods to be purchased, specifying any start date of the performances, the Deadline, the delivery location of the Goods or the place of conduct of the Services, the documentation and necessary materials. In the event of a contrast between the rules of the Contract and the GTP, the contents of the Contract, its annexes and/or the Special Terms will prevail.

2.2 The Services must be provided and the Goods must be delivered in conformity with the contents of the Order and/or the Contract, including the annexes, Special Terms and/or GTP with the diligence required by the nature of the Goods and Services supplied and in conformity with the rules of Arte.

2.3 Any failure to respect the Deadline entitles RGI to apply penalties, without prejudice to its right to compensation for greater damage, and subject to the possibility of granting an extension of the Deadline.

2.4 Any change to the supply of Goods or Services must be approved in writing by RGI.

2.5 If the carrier instructed to transport and deliver the Goods purchased by RGI is chosen by the Supplier, the latter is liable towards RGI for any loss and damage. The delivery of the purchased Goods is understood to be finalised after the provisions of the Contract regarding delivery times and methods of the Goods have been fully executed. Open or damaged packages and Goods not compliant with what has been agreed will be considered to be rejected for all legal purposes, always without prejudice to the guarantees due from the Supplier. Any other lack of acceptance of the delivered Goods is communicated to the Supplier with motivations and within the necessary timescales. The Supplier, within 10 working days commencing from the date of the aforementioned communication, may have the unaccepted Goods collected. Failing that, the goods will be returned to the Supplier with costs borne by the latter.

2.6 If it becomes impossible to execute the supply for a reason not attributable to the Supplier, the latter must inform RGI within 3 working days of the occurrence of that event, by registered letter with notice of receipt or by certified email.

3. CONTACT PERSON FOR THE SUPPLY

3.1 Where necessary, RGI may appoint its own contact person who will verify the progress of the supply, liaising with the Supplier's own contact person.

3.2 If the Supplier's own contact person is deemed to be unfit for the role, RGI may request his/her replacement at no additional cost.

4. SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES

4 Any involvement of the Supplier's personnel (and/or personnel of any sub-suppliers) in RGI's corporate organisation is excluded; as such, RGI will remain extraneous to the exercise of organisational,



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managerial and hierarchical power over those personnel, with that power being reserved to the Supplier, which assumes exclusive liability for the same.

4.2 The Supplier guarantees that its performances are carried out in a professional manner by suitable personnel, that it possesses requirements of reliability and reputation proven by the Chamber of Commerce company search with anti-Mafia wording and that it complies scrupulously with the requirements of the Contract.

4.3 The Supplier indemnifies RGI from any compensation claim made by third parties resulting from the purchased Goods or Services provided under the Contract or the Order.

4.4 Unless otherwise agreed, the Supplier is liable for all tax charges and tax formalities under the Contract, including fulfilments relating to entities having their registered office abroad.

5. PROHIBITION ON SUBCONTRACTING, SUB-SUPPLY AND ASSIGNMENT

5.1 It is prohibited for the Supplier to use subcontracting or sub-supplies, except with RGI's written authorisation. The Supplier shall, in any case, be liable for the subcontractor or sub-supplier and must deliver the documentation certifying the performance of quality controls, indemnifying RGI from any damage and liability deriving from performances carried out by the sub-supplier.

5.2 The Supplier may also not assign the Contract or the rights or obligations deriving from it to third parties, unless expressly authorised in writing by RGI.

6. PAYMENTS

6.1 The Prices are fixed and may not be changed for any reason. No increase or uplift of the Prices will be effective unless it is agreed in advance in writing with RGI even in derogation of any other legal provision.

6.2 Any interest is due from the date of placement in default and will be calculated pursuant to Art. 1284 of the Italian Civil Code. The Supplier, in any case, may not refuse to fulfil the performance of the Services if the Price is not paid within the agreed terms.

6.3 The Supplier must communicate to RGI the bank details to which the latter is to make the payment. RGI does not accept any liability for payments made to incorrect bank details.

6.4 The payment terms are set at 60 (sixty) days from the end of month invoice date, unless otherwise envisaged in the Contracts.

7. INTELLECTUAL PROPERTY OF GOODS OR SERVICES

7.1 RGI holds the intellectual and industrial property rights of the Goods or Services supplied if the subject of the supply constitutes a development or modification or reproduction or integration, in any form, of computer programmes of which RGI owns the aforementioned rights, with the Supplier being obliged to deliver to RGI during the execution of the Contract the documents and material relating to the development.



8. GUARANTEE AND DEFECTS

8.1 The Supplier guarantees, for 24 months from the delivery, the integrity and/or proper functioning of the Goods and the correct performance of the Services, without prejudice to any longer term in accordance with the law and the Contract.

8.2 The Supplier is obliged to provide Goods and Services compliant with what is indicated in the Contract. Any defects or malfunctioning may be reported by RGI, in derogation of shorter legal timescales, within 3 months from discovery, unless otherwise agreed.

The report, in any case, is not necessary if the Supplier has recognised the existence of the defect or has concealed it.

8.3 If RGI identifies defects, deformities of compliance or malfunctioning of one or more Goods or inaccurate or delayed execution of the Services, it has the right, at its discretion, to obtain from the Supplier a replacement or repair of the Goods or a new performance of Services at no additional cost, or to remove the defects itself directly, charging the costs to the Supplier, or to terminate the Contract pursuant to Art. 1456 of the Italian Civil Code, always without prejudice to all legal guarantees envisaged by the industry regulations.

Any cost relating to the removal of defects will be borne by the Supplier, including shipping costs, and the guarantee will take effect once again from the delivery date of the repaired or replaced Goods.

8.4 In the event of a breach by the Supplier of the obligations relating to the guarantees provided, RGI may suspend the payments to it.

9. COMPLIANCE WITH RULES ON SAFETY, ACCIDENT-PREVENTION, SOCIAL SECURITY, REMUNERATION AND THE ENVIRONMENT

9.1 The Supplier declares to respect all requirements relating to safety, accident-prevention and social security and to have received adequate information on the risks present in the environment in which it operates. The Supplier also undertakes to assess the safety risks and to adopt prevention measures, as well as to train, inform and supervise its personnel, guaranteeing respect of the rules on workplace safety and environmental prevention by all its collaborators.

9.2 The Single Document on the Assessment of Risks from Interference (DUVRI) forms an integral part of the Contract, where required by its nature, and the Supplier undertakes to cooperate with RGI, any other Suppliers and/or Customers of RGI to reduce the risks of interference.

9.3 The Supplier indemnifies RGI from all consequences deriving from any breach of the health and safety rules and technical requirements in force and declares, for itself and for any sub-suppliers, to be compliant with the rules on staff protection.

9.4 The Supplier must provide the list of personnel employed in supplying the Services and provide them with a specific identification badge containing a photograph, the personal details of the worker and an indication of the employer. That badge must be produced by all employees of the Supplier and the sub-supplier and by autonomous workers.



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9.5 The Supplier undertakes to send, at RGI's request, documentation certifying its respect of the remuneration and contribution obligations and the payment of tax withholdings. If the request is not satisfied within 30 days or the material supplied is not appropriate, RGI may suspend the payments in favour of the Supplier or terminate the contract without the need for placement in default.

9.6 If the Supplier or the sub-supplier fails to respect the obligations deriving from the rules on health, safety, remuneration and social security of workers or has been convicted in the criminal courts for violating those rules, RGI may terminate the contract, always without prejudice to greater damage.

10. PERSONAL DATA PROCESSING

10.1 If the purchase of Goods or the performance of Services involves processing (hereafter, **"Processing"**) as defined by Art. 4, no. 2 of Regulation (EU) 216/679, (hereafter **"GDPR"**) of personal data, as defined by Art. 4, no. 1 of the GDPR, (hereafter, the **"Data"**) the Supplier must implement appropriate technical and organisational measures to guarantee, and to be able to demonstrate, that the Processing is carried out in compliance with the GDPR.

10.2 If the performance of the Services involves the Supplier carrying out personal data processing on behalf of RGI and thus involves the Supplier being the Processor of Data, of which RGI is the controller, the Supplier must (i) present sufficient guarantees of implementing appropriate technical and organisational measures so that the Processing meets the requirements of the GDPR and guarantee the protection of the rights of any identified or identifiable natural person based upon the performance of those Services and (ii) sign with RGI an agreement in accordance with Art. 28 GDPR.

11. WITHDRAWAL

11.1 Unless otherwise agreed, RGI has the right to withdraw from the Contract that envisages the performances of Services with prior notice of at least twenty calendar days, communicating this to the supplier by certified email or registered delivery letter.

In the event of withdrawal, the Supplier is only entitled to the sums accrued at the effective date of the withdrawal.

12. EXPRESS TERMINATION CLAUSE

12.1 RGI has the right to terminate the Contract with immediate effect, giving notice thereof by registered delivery letter or certified email, if the Supplier:

- is subject to insolvency proceedings or is convicted with a ruling (even not irrevocable) for crimes in detriment to RGI or other entities involved in the supply or in any case of serious corporate relevance;
- fails to complete the supply in a professional manner and in accordance with what is agreed;
- fails to fulfil the obligations indicated in Articles **2, 4, 5, 7, 8, 9, 10, 13, 15, 17, 18** of the GTP;
- if the amount of Penalties applied overall, envisaged in the Order or in the Special Terms, exceeds 10% of the total Price scheduled by the contract;
- if the Supplier is subject to sales of business, shareholdings or acts of transformation, merger and demerger that determine a change of control or management or coordination by legal persons different from those that exercised its control or management or coordination at the date of signature of the Contract.



13. PENALTIES

13.1 The Supplier will be required to pay the Penalties as indicated in the Contract and/or in the Order always without prejudice to greater damage.

14. CONFIDENTIALITY AND SECURITY OF INFORMATION

14.1 For the entire duration of the Contract and after its termination, the Supplier undertakes, also for its own personnel and its collaborators in various guises, and even after the termination of the collaboration relationship, to keep strictly confidential all data and information relating to RGI, its associates and its customers, and to the Services performed in its/their favour, except for data and information that are already in the public domain.

14.2 The Supplier will promptly report any vulnerabilities or risk situations of which it becomes aware and will periodically update the list of collaborators instructed to execute the Contract, ensuring that they each sign a confidentiality commitment. The Supplier may not, unless authorised by RGI, use the trademark, logo or company name of RGI, or include it in the list of its customers on its website or in other advertising documents.

14.3 After the termination of the effects of the Contract, the Supplier must return to RGI all media of any nature in its possession containing the Confidential Information and access credentials to the same; remove on a final basis and in full each and any recording containing the Confidential Information from the hardware or from other IT media or from paper media owned, stored or controlled by the Supplier or by persons involved in executing the contract, without prejudice to compliance with obligations deriving from rules of law, regulations or measures of the competent administrative and/or jurisdictional authorities or the internal corporate regulation.

15. SUPERVISION OF THE SUPPLY

15.1 With prior notice of at least 3 days before, RGI may access the Supplier's premises to verify the correct fulfilment of the contractual obligations.

16. INSURANCE

16.1 At RGI's simple request, the Supplier shall provide a copy of the annual payment receipt for the insurance policy entered into with a major insurance company, with adequate maximum ceilings, against third party civil liability risks for damages that the Supplier and its employees may cause during the execution of the supply, always without prejudice to the Supplier's liability for further damages caused even by its subcontractors and its suppliers.

17. SUPPLIER'S DOMICILE

17.1 The supplier must elect its domicile, or, failing that, the address of its registered office will be used. Communications relating to the supply must be sent to the domicile when it is not possible to use email, sent to an account agreed between the parties. If its registered office is based abroad, the Supplier must indicate its attorneys and domiciliary agents in Italy.



18. SUBJECTIVE CHANGES

18.1 Any acts of transformation, merger, demerger or sales of business, or transfers of controlling or significant investments that affect the Supplier must be communicated to RGI, which, within 60 days from the communication, may object to the subjective change and terminate the Contract. If no communication is made, those acts will not produce any effect in relation to RGI. If the subjective change is accepted, the effects of the Contract will be produced for the entity that takes over.

19. OWNERSHIP OF GOODS AND PRODUCTS OF THE WORK OF THE SUPPLIER

- 19.1 If the Supplier, as part of the Services, delivers to RGI goods and/or products and/or material and/or documentation in any form (hereafter, "Deliverables"), any respective right over the Deliverables is transferred at the time of their delivery (therein including, without limitation, the ownership of copyrights and any other intellectual property right or right of use); therefore, RGI shall have all rights to use and disclose the same.
- 19.2. The Supplier also guarantees RGI from any infringement of its own intellectual property rights or those of third parties in the disclosure of the Deliverables used for the purposes indicated in point 19.1 above and undertakes to indemnify and hold harmless RGI in every venue from the respective claims, even of third parties.
- 19.3. If, on the occasion of carrying out the Services, the latter, in whole or in part, are recorded by way of audio and/or video systems by RGI for the purpose of their subsequent administration internally to RGI - by e-learning mode via its dedicated platforms or by any other means - the Supplier hereby provides its consent to that end and declares to have nothing further to claim. For the purposes of this article, the Supplier hereby declares that if the need arises, it will obtain from its employees the authorisations and consents required by law and by these GTP for the recording and use of their image, as well as anything referable to the same even in another form (e.g. voice) free of charge.
- 19.4. The fees agreed between the Parties expressly include the concessions in favour of RGI in accordance with this article.

20. Italian Legislative Decree 231/2001 and Code of Ethics

19.1 The Supplier declares to know and to respect the principles of the Code of Ethics and the Organisation and Management Model of RGI pursuant to Italian Legislative Decree 231/2001.

19.2 The RGI Code of Ethics can be consulted on the website <http://www.rgigroup.it/governance>. The Supplier undertakes to incorporate any updates that are published. The Supplier will indemnify and hold harmless RGI from any prejudice that may be caused to the latter by any breach by the Supplier of the rules indicated in Italian Legislative Decree no. 231/01 and the provisions contained in the Organisation and Management Model as well as in the RGI Code of Ethics.

21. APPLICABLE LAW AND COURT WITH JURISDICTION

20.1 The Contracts are regulated by Italian law; for any dispute related to the Contracts signed by RGI, the Court of Milan will have exclusive jurisdiction.



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21. FINAL CLAUSE

21.1 For anything not expressly provided and regulated, reference is made to the rules of the Civil Code on obligation and contracts.

21.2 If any provision of the GTP becomes invalid, the remaining provisions will remain fully valid and binding.

Place, date For acceptance
Legal representative (personal details, qualification, signature)

The supplier declares expressly to approve, in accordance with Art. 1341 of the Italian Civil Code, second paragraph, the following articles: Article 7, Intellectual Property of Goods or Services Supplied; Article 8, Guarantee and Defects; Article 12, Express Termination Clause, Article 13, Penalties; Article 19, Decree 231/01 and Code of Ethics, Article 20, Applicable Law and Court with Jurisdiction.

Place, date For acceptance
Legal representative (personal details, qualification, signature)