



## Terms & Conditions

# General Terms and Conditions for the Supply of Services and Products

NTT Italia S.p.A.

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### **NTT Italia S.p.A.**

**Company subject to the direction and coordination of NTT Germany Holdings GmbH**

Tax Code and VAT No. 12481740152

Registered with the Milan Company Register under No. 126072/1998, R.E.A. No. 1558934

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These general terms and conditions ("Terms and Conditions") apply to and govern all contractual relations between NTT Italia S.p.A. ("NTT") and the client ("Client"), relating to the provisions of services ("Services") and/or the supply of hardware and/or software products ("Products") and replace any other terms and conditions contained in any document sent or used by the Client.

Following NTT and the Client are jointly defined as the "Parties" and individually as "Party".

## 1. Conclusion of the Agreement

- 1.1 The Agreement consists of these Terms and Conditions, the NTT's Offer (or any other document, however defined, which describes the object of NTT's supply, following the "Offer"), the technical annex, the specific terms and condition relating to the relevant Product or Services if any ("Specific Terms"), any other document attached to or to which the Offer refers to (collectively the "Contractual Documents").
- 1.2 The Agreement is concluded with the acceptance of the Offer by the Client, in whatever means it is expressed, including by means of concluding conduct. Any additional terms and conditions or different conditions from those contained in the Offer entered by the Client upon acceptance, as well as any general conditions other than these referred to in the acceptance and/or in the order issued by the Client, will not be in any way binding for NTT unless accepted in writing by NTT itself. For further clarification, in the event of a conflict between the Client's purchase order and these Terms and Conditions, the latter will prevail.
- 1.3 Contractual Documents represent the entire understanding between the Parties referred to the scope of the Agreement and supersede and replace all prior agreements, of any nature whatsoever, whether oral or writing, any different offer, communication, representation, promise or negotiation, written or oral, relating to the provision of Services and/or the supply of Products.
- 1.4 Each Contractual Document forms an integral and essential part of the Agreement. In the event of a conflict between the following documents, unless differently and expressly specified in the Offer, the following order of precedence shall take place:
  - i. Offer,
  - ii. Attachments to the Offer and any Specific Terms,
  - iii. These Terms and Conditions,
  - iv. Order.

## 2. Scope and execution of the Agreement

- 2.1 Scope of the Agreement is the provision of the Services and/or Products under the terms and conditions described in the Offer and in the Contractual Documents. Any change must be mutually agreed in writing by the Parties and the amendment shall expressly refer to the Agreement.
- 2.2 NTT will perform the Services and supply the Products with its organization of capital, resources, means and at its own risk. Nothing contained in the Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. Neither Party, nor either Party's agents, have any authority of any kind to bind the other in any respect whatsoever, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors.
- 2.3 NTT will perform the Services with care and skills, in accordance with the specifications set forth in the Contractual Documents. NTT will make every reasonable effort to ensure performance of Services and supply of Products within the dates agreed, but it is understood that, unless otherwise agreed between the Parties, the due dates are merely indicative and not binding. Client agrees to accept the execution of the Services and the supply of the Products even if delayed or partial.
- 2.4 With regard to the supply of Products, it is understood that NTT acts as a reseller and/or a distributor of Products of a third party manufacturer ("Vendor"). NTT guarantees that the Products are new and never used at the date of delivery. Except

as specified in the present Terms and Conditions, all express or implied conditions, representations and warranties, including, without limitations, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality are hereby excluded to the extent allowed by applicable law. The Client acknowledges and accepts that:

- a) the Products are supplied in "AS IS" conditions and are subject to the warranties and the terms of use of the manufacturer of such Products and/or licensor ("Vendor");
- b) NTT will pass onto Client only those rights, warranties and remedy provided by the Vendor and the related conditions and obligations to the extent NTT has the right to do so, without being directly liable to Client under any warranty;
- c) Client must conform and comply with the Products specification of the Vendor and/or the license conditions, using the Products according to them, without violating Product specifications and/or license conditions, as well as comply with all laws applicable to the use of Products; due to the nature of the supply, in no event NTT warrants that the Product is error-free or that the Client will be able to operate the Products without problems or interruptions and that a potential error may be corrected;
- d) all intellectual property rights on the Products remain with the Vendor;
- e) any risks of loss or damages of the Products shall pass to the Client upon delivery to the Client at the delivery point or to the carrier, if the carrier has been appointed by the Client itself.

### 3. Client obligations

**3.1** In the event that the Services must be performed at locations other than NTT sites and specifically at the Client's premises or related to it (e.g. product installation services), the Client expressly undertakes to:

- a) ensure that the personnel engaged by NTT have access to the locations and/or premises where the Services must be performed during normal business hours or in any case at the times when such Services must be performed;
- b) ensure that the premises in which the Services are to be performed guarantee appropriate safety conditions, absence of dangerous situations; ensure that the premises are compliant with existing workplace health and safety regulation and are adequately equipped and comply with the specifications and the requirements set forth by the manufacturers of the Products (e.g. dimensions, electrical supplies, air intakes, air conditioning and cooling, fire prevention etc.);
- c) make available to NTT adequate workspaces and/or storage of the tools and/or materials necessary for the execution of the Services;
- d) obtain and maintain all licenses, authorizations, permits and consents necessary for the performance of the Services and/or for the use of the Products; it being understood that NTT cannot be held responsible in any way for the failure to issue any authorizations, permits, consents or licenses necessary for the smooth running of the Service and/or for the use of the Products;
- e) execute a regular back-up of all data, programs, software or files that may be involved in the execution of the Services, in order to prevent and avoid damage and/or loss of information;
- f) keep the back-up necessary order to restore the data that for any reason may be lost or corrupted during the execution of the Services;
- g) ensure that the Client environment involved in the execution of the Services is protected from any physical and digital tampering and intrusion;
- h) provide NTT with such documentation, information and cooperation using reasonable care and adequate skill as NTT may reasonably request in order to perform its obligations under the Agreement.

**3.2** Client warrants to be the owner or license holder and/or to have the right to use the asset and software on which the Services will be executed, including, without limitation, operating procedures, audit, accuracy and security of input and output data, restart and recovery routines.

**3.3** Client represents and warrants that the activities in scope of the Agreement are and will be fully lawful and compliant with all the provisions in the field of data protection law and labour law. Client guarantees and ensures the legality and legitimacy of the

aims pursued by it. Save for mandatory provisions of law, it is in any case understood that the Client is the sole responsible for the legitimacy and the scope of the Services assigned to NTT. The Client undertakes to hold harmless and indemnify NTT and its subcontractors from any and all damages or loss that might arise regarding the legitimacy of the activities and the Services (including possible sanctions from competent authorities) and also from any claims of third parties, including employees of the Client.

- 3.4** If for the execution of the Services it is necessary to use items or goods owned by NTT (“NTT Property”) at Client premises, Client undertakes to allow the use of such items only to NTT personnel and/or to its personnel authorized by NTT. Client is liable for any unauthorized access to NTT Property in possession of the Client itself and in case of loss, damage and destruction of those goods directly caused by the Client. Unless otherwise agreed between the Parties, NTT Property will not be moved to another location and must be returned to NTT at the end of the Agreement for any reason.
- 3.5** Client shall immediately notify NTT if intends to move equipment and/or proprietary products and/or products under Client's availability on which the Services are executed, or the changes made to the Configuration Items (CI) and the related details (including CI name, manufacturer, model, serial number, physical address, parent/child configuration) during the duration of the Service. Client acknowledges that that notification is necessary and essential in order to guarantee the execution of the Services in accordance with the provisions of the Agreement. If no notification is received by NTT, Client expressly acknowledges that it will be the solely responsible for any malfunctions and/or delays and/or any non-compliance with provisions of the Agreement, and that it will be required to reimburse any additional charges and/or damage suffered by NTT. In this case, NTT will not be liable for non-performance, late performance and/or execution of the Services not in compliance with the provisions of the Agreement.
- 3.6** If third party products are required for the execution of the Services, including therein any software or hardware (“Third Party Products”), such products, unless otherwise agreed by the Parties, will be purchased directly by Client and put at disposal of NTT and/or its subcontractors. Client therefore must obtain at his own expense all the necessary consents, licenses, authorizations, permits or user rights from the relevant third party owner or licensee of the Third Party Products in order to allow NTT to carry out its obligations under the Agreement. Client authorizes NTT and/or its subcontractors to access and use Third Party Products for the execution of the Services.

## 4. Fees

- 4.1** Client shall pay NTT the fees (“Fees”) for the execution of the Services and/or for the supply of Products, according to the provision set forth in the Offer. If no indication, the Offer will be valid and binding for 60 (sixty) days from the date of issue.
- 4.2** Billing and invoicing terms will be indicated in the Offer.
- 4.3** Unless otherwise provided, Fees are expressed in Euro and exclusive of VAT or other charges, taxes or levies, sales, user or similar taxes as are applicable at the start date or as may be levied in the future. Such taxes levies and charges shall be borne by the Client. Should any payment for Services provided by NTT be subject to withholding tax by any government, Client shall reimburse NTT for such withholding tax. Client agrees to reimburse and hold NTT harmless from any expenses (including penalties and interests) relating to taxes that are responsibility of Client. Parties will cooperate in good faith regarding the application of the present section.
- 4.4** In respect of Products, NTT may incur costs in a currency different from the invoicing currency (e.g. purchase of products in USD and selling in Euro). In such event, if the foreign exchange rate fluctuates up to 3% from what is stated in the Offer, NTT will bear risk associated with such exchange fluctuation. If the foreign exchange rate fluctuates by more than 3% from what is stated in the Offer, the Fees will be automatically recalculated considering the exchange rate valid on the date of Client's purchase order.

- 4.5** Client shall not under any circumstance suspend and/or delay the payment of Fees due to NTT, even in case of disputes of any kind in relation to the Agreement.
- 4.6** In case of unpaid invoices, Legislative Decree no. 231/2002 will apply and Client shall pay interests on overdue amount to the maximum rate permitted under the above mentioned Legislative Decree, without prejudice to the right to compensation for further damages.

## 5. Exclusion and Limitation of Liability

- 5.1** Save for willful misconduct or gross negligence and the mandatory provisions of law, it is expressly agreed and understood that NTT's sole liability for any claim in any manner related to the Agreement that NTT may have caused to the Client during the execution of the Agreement shall be limited to the payment of direct damages and the maximum aggregate liability shall not exceed 100% (one-hundred per cent) of the fees paid or payable for the Products and Services under the Agreement, during the applicable contract year.
- 5.2** For further clarification, NTT will not be held liable for loss or damage of any kind suffered by the Client due to:
- a) loss of profits, loss of earnings, interruption of business, loss of commercial opportunity;
  - b) force majeure event as defined and according to following article 8;
  - c) abnormal operating conditions such as (but not limited to): black-out, power failure, surges, too high or too low temperature, humidity and/or dust higher or lower than those indicated by the technical specifications of the equipment and device used for the provision of Services and/or on which the Services will be executed;
  - d) Client mishandling, misuse, negligence, or improper use of the Products;
  - e) alterations, modifications or repairs of the Products not made by or previous authorized by NTT in writing;
  - f) connection of equipment not supplied by NTT;
  - g) alterations, modifications, replacement or repairs, also only attempted, not made by or not authorized in advance by NTT in writing;
  - h) failure to provide services by third party service providers;
  - i) connectivity issues or configuration issues of an ISP connection not caused by NTT;
  - j) network issues caused by software and/or hardware installed by the Client and/or by third party.

## 6. Subcontracting and Assignment

- 6.1** Client expressly acknowledges and agrees that NTT, in its sole discretion, has the right to subcontract, in whole or in part, the execution of the Services to other third parties without the need for any authorization from the Client, but without prejudice to the obligation of prior written communication to the Client. The Client may oppose the assignment of services to subcontractors only for proven reasons. No prior communication will be due, in the event that the Services are assigned to other companies of the NTT group.
- 6.2** Subject to prior notification to Client, NTT has the right to freely assign or transfer all or part of the Agreement and/or any rights under the Agreement for whatever reason, without Client prior approval.
- 6.3** Subject to prior notification to Client, NTT has the right to freely assign or transfer any credit arising from Agreement, without Client prior approval.

## 7. Termination

- 7.1** Without prejudice of the right of compensation for further damages and any other right pursuant to law, either Party may terminate the Agreement immediately upon written notice to the other Party, in the event that:



- a) withdrawal or loss, for whatever reason, of any authorization, license, permit or other administrative requirement needed for the performance of Services;
- b) a Party becomes insolvent under local law, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, files a voluntary petition in bankruptcy or for a reorganization or to affect a plan or other arrangement with its creditors, or applies for or permits the appointment of a receiver, trustee, or custodian for any substantial portion of its properties or assets.

**7.2** Either Party may terminate the Agreement for convenience with a 60 (sixty) days prior written notice to the other Party. In case of termination, Client shall immediately pay NTT for all Services provided and the supply of Products until the date of termination, and all the expenses occurred by NTT because of the Agreement, including further termination fees set forth in the Offer.

**7.3** Without prejudice of the right of compensation for further damages and any other rights or remedies it might have available at law, either Party may terminate the Agreement if the other Party would make a grave breach of its contractual obligations and fails to remedy such breach within 15 (fifteen) working days after receipt of written notice by the other Party, that specify what is claimed and the non-performance, as referred in the article 1454 Italian Civil Code.

**7.4** Without prejudice of the right of compensation for further damages, in addition to any other termination right foreseen in the Agreement, NTT may terminate immediately the Agreement pursuant to article 1456 Italian Civil Code in case of Client's breach of sections 3.3, 4, 9, 12, 13, 14.

**7.5** NTT reserves also the right to terminate the contract, with written notice to be sent to the Client by pec, with notice of 30 (thirty) days, if the Client does not properly fulfill its payment obligations, even after the sending of a formal notice to fulfill pursuant to article 1454 of Italian Civil Code.

## **8. Force Majeure**

**8.1** Neither Party shall be liable to the other for any failure to perform or for any delay in the performance of any of its obligations under the Agreement due to a force majeure event ("Force Majeure Event") including, but not limited to, national strikes, terrorism, sabotage, revolution, invasion, insurrection, strike, riot, blockade, embargo, boycott, the exercise of military power, flooding, earthquakes, interruption of electricity supply due to acts or omission of suppliers of telecommunication services or electricity and any other event or circumstance beyond the reasonable control of a Party, according to article 1256 et seq. Italian Civil Code.

**8.2** In case of Force Majeure Event as defined above, the affected Party unable to fulfill its obligations shall promptly notify the other Party in writing. In this case, the obligation of the affected Party shall be deemed suspended and will resume from the moment the Force Majeure Event will cease.

**8.3** If the Force Majeure Event lasts for more than 30 (thirty) days, each Party shall have the right to terminate the Agreement by giving written notice to the other, without prejudice to the mutual obligations regarding activities already performed.

## **9. Workplace Safety**

**9.1** The Parties undertakes to comply with all prevailing regulations regarding accident prevention, fire prevention and workplace health and safety and to adopt any best practice in order to prevent and avoid damages and personal injuries to their personnel and to third parties.

**9.2** In case of Services to be performed into the premises under legal availability of the Client, pursuant to art. 26, paragraph 1, lit. b) of Italian Legislative Decree no. 81/2008, Client undertakes to provide detailed written information to NTT regarding the specific risks existing in the workplace and the precautionary and emergency measures adopted in relation to these.

**9.3** According to paragraph 2 of art. 26 of Italian Legislative Decree no. 81/2008, Client, NTT and any NTT Third Party

- (i) shall cooperate in implementing the measures required to prevent and protect against workplace risks related to the execution of the Services;
- (ii) shall coordinate the action to prevent and protect against the risks to which workers are exposed, informing mutually each other, with the purpose of eliminating interference risks, if any, also because of the presence of several contractors at the same time in the Client premise.

**9.4** If applicable, Client will share with NTT and any NTT subcontractor the document on the assessment of risks from interference (so called DUVRI) containing also the costs related to safety measure implemented and, if necessary, NTT will collaborate with Client in case of modifications. Unless otherwise indicated, the Fees also include NTT cost of the safety measure to eliminate or, if this is not possible, to minimize the risks.

## 10. Data Protection

**10.1** If a Party, during the execution of the obligations of the Agreement, access personal data ("Personal Data") of employees, directors, officers, collaborators, Clients of the other Party, it undertakes to process Personal Data received from the other solely and exclusively for purposes connected with the execution of the Agreement in full compliance with the existing data protection regulation (Italian Legislative Decree no. 196/2003 and EU Regulation no. 2016/679).

**10.2** If, executing the obligations deriving from the Agreement, it is necessary to process Personal Data, NTT will act as Data Processor Personal Data of the Client ("Data Processor") and will be appointed in written by the Client as Data Controller and the Parties will sign a specific Data Processing Agreement ("DPA"), according to NTT template. Pursuant to art. 28 of the EU Regulation no. 2016/679, in the event that any subcontractor of NTT will have access to Client's Personal Data, NTT will appoint the subcontractor as sub-data processor. The Client provides NTT with a prior general authorization to use, as sub-processor, the companies of NTT Group, authorizing them to process Client Personal Data, in its name and on its behalf.

**10.3** By signing the Agreement, Client gives its consent in its own name and with the necessary powers in the name of and on behalf of its employees, directors, officers and collaborators to NTT to process the Personal Data for the scope of this article 10. Client acknowledges and warrants that the Personal Data of third parties communicated and provided to NTT during the execution of the Agreement have been collected and processed in accordance with the Italian Legislative Decree no. 196/2003 and EU Regulation no. 2016/679.

**10.4** Client may contact NTT at any time to verify the Personal Data processed and to ask for integration, update or rectification and/or to exercise the other rights provided for by Italian Legislative Decree no. 196/2003 and by EU Regulation no. 2016/679, writing a registered communication to NTT's registered office or by e-mail to the following address: [privacyoffice@global.ntt](mailto:privacyoffice@global.ntt).

## 11. Intellectual Property

**11.1** Unless otherwise stated, if, for the execution of the Services, NTT uses NTT Property (such as, but not limited to, materials, instruments, methodology, software, proprietary source and object codes, architecture...) Client shall not have or obtain any rights in such NTT Property. All intellectual property rights in the NTT Property shall be retained by NTT. Client may use them only according to the Agreement and as authorized by NTT solely for the purpose of performing Client obligations. Client will not copy, reproduce, modify, mirror, decompile, disassembly or otherwise reverse engineer, create derivative works, sell, resale, transfer, sublicense and distribute NTT Property.

**11.2** Save otherwise agreed, if the scope of Services is the development of application or software ("Developed Product"), from the time of the entire payment of the Fees, Client will have a permanent, non-transferable, non-exclusive license to use, copy, modify, and make derivative works of the source code related to the Developed Product, only for the purpose of Client internal business. To the extent any



Developed Product contains NTT Confidential Information, shall be subject to section 12 below. NTT may in any event terminate such license if Client is in breach of the obligations set forth in this article 11. Notwithstanding the above, any other intellectual property, commercial and user right related to the Developed Product shall be retained by and/or transferred to NTT.

- 11.3** NTT may always develop for itself or for third parties, products and/or materials which are competitive with, or similar to, the Developed Product. In addition to that, during its business NTT shall be always entitled to use its general competences, skills and experience as well as ideas, know-how and techniques developed or used during the execution of the Services.
- 11.4** With regard to the supply of Products, the Client expressly undertakes to and accepts that NTT is a reseller of Products and that all Intellectual Property Rights (and all adaptations and reproductions thereof) in respect of the Products supplied shall remain the sole and exclusive property of the Vendor and neither NTT nor the Vendors transfer any right, title or interest in the intellectual property to Client.
- 11.5** All third party software supplied by NTT according to the Agreement shall be subject to the Vendor terms, license conditions and warranties only. Client shall not, under any circumstances, copy, even partially, data related to software and its source code, except for the use authorized by NTT. Client undertakes to label each copy of the Products, including, if the case, the storage media, with all the marks that are on the original.
- 11.6** In case of loss, for any reason, of the license on the software supplied by NTT, Client shall alternatively, at NTT's discretion, return or destroy the software (without keeping any copy).
- 11.7** Client will defend and indemnify NTT against any consequences of Client's failure to comply with its obligations in terms of a license agreement between itself and NTT and/or Vendor and with Products specifications.
- 11.8** NTT will defend and indemnify Client against any third party claim, suit, action or proceeding, which alleges that Client's use or possession of any Products infringes the Intellectual Property Rights of a third party, to the same extent that NTT receives a corresponding indemnification from the applicable manufacturer or licensor.
- 11.9** Client will defend or settle at its own expense any suit or proceeding which may be brought against NTT by a third party alleging that the use or possession by NTT of Client hardware and/or software and/or third party product made available by the Client for the execution of the Agreement infringes intellectual property right of a third party.
- 11.10** NTT will defend or settle at its own expense any suit or proceeding which may be brought against Client by a third party alleging that the Services and/or the possession or use of the Developed Product infringe the intellectual property rights of a third party. In this case, the Client must provide NTT with a prompt written notice of the claim and give NTT sole control of the defence and related settlement negotiations and cooperate with NTT in defending or settling the claim.
- 11.11** On receipt of notice of the infringement claim, or if in NTT's opinion Services or Developed Product is likely to become the subject of a claim, NTT may at its expense and sole discretion: (i) obtain for the Client the right to continue to use the Services or the Developed Product; (ii) replace it with similar Services and/or Developed Products with non-infringing products and/or services; (iii) make those modifications that may be necessary to remove the alleged infringement; (iv) request the return and refund the Client the Fees paid for such Services and/or Developed Product, less a reasonable amount for Client's use of the Services and/or Developed Product up to the time of return.
- 11.12** NTT will not indemnify the Client if the claim or infringement is caused by:
- a) Client property incorporated in the Developed Product;
  - b) improper use or modifications of Services and/or Developed Products without prior NTT approval and failure to follow given instructions or procedures;
  - c) Client failure to use corrections or release made available by NTT and the infringement would have been avoided if the Client had used such corrections or release;
  - d) Client use of the Developed Product and/or the Services in combination with any material hardware, software not supplied or approved by NTT;

e) Client's distribution, marketing or use of the Services for the benefit of third parties.

**11.13** Without prejudice to the provisions of article 5, the foregoing states the sole remedy for the Client and the sole liability of NTT relating to infringement or claims of infringement of any third party intellectual property rights, save for the mandatory limit of law.

## 12. Confidentiality

**12.1** During the execution of the Services and/or the supply of Products, each Party may have access to confidential information of the other Party which include without limitation: know-how, processes, techniques, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, trade secrets, current and future products, market studies, marketing plans, business plans, current and future research and development, production information, sources of supply, products, product characteristics and specifications, current and planned distribution methods and processes, pricing and other financial information, technical information like but not limited to models, drawings, concepts and designs of the Hardware/Software, Infrastructure and or Application(s), configuration(s) and project details, specific processes, Client files, data and any other financial, legal, commercial, marketing, organizational or technical concerning the business of either Party ("Confidential Information"). Each Party undertakes to use the Confidential Information solely for the purpose of fulfilling its obligations under the Agreement and to keep them confidential and properly protected. Access to Confidential Information of the disclosing party shall be restricted to personnel and subcontractors only in connection with the Services. If either Party receives a validly issued administrative or judicial order requiring Confidential Information of the other Party, it shall promptly notify the other Party of such request, to the extent permitted by law.

**12.2** Nothing in the Agreement shall prohibit or limit either Party to freely use information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to such Party without breaching any confidentiality obligations, (b) autonomously and independently developed or discovered by or for such Party, (c) obtained in a lawful manner from a third party which is not, to its knowledge, subject to any obligation of confidentiality, or (d) which is or becomes publicly available without breach of the Agreement.

**12.3** The Parties mutually agree that the obligations under this section continue and survive the termination or expiration of the Agreement for any reason for further 3 (three) years. Upon termination of the Agreement, the Parties undertake to destroy without delay all documents and other type of materials which constitute Confidential Information, without keeping any copies, also for archiving.

**12.4** In any case, the Client authorizes NTT to use the references, quotations and information relating to the Agreement, as a reference on any document or publication, including external communications (PR, case study, etc ...), publication on social media and on NTT social channels, declarations to be made in tenders.

## 13. NTT Personnel

**13.1** For the entire duration of the Agreement and for the 12 (twelve) months following its conclusion, Client undertakes not to hire or to request or offer the employment, and not to use, directly or through third parties, the employees or collaborators of NTT involved in the execution of the activities in scope of the Agreement, unless otherwise agreed in writing between the Parties. Client undertakes not to induce or encourage any of these employees to leave NTT.

**13.2** In the event of breach of previous paragraph 13.1, Client will be required to pay, as liquidated damages, an amount equal to 12 (twelve) months of gross salary of the employee and/or collaborator prior to his resignation, without prejudice of the right of compensation for further damages.



### 14. Code of Ethics, Compliance with Laws

- 14.1 During the conduct of its business and in managing relationships with third parties (by way of example and without limitation: Clients, suppliers, employees, partners, governments, administrative authorities, regulators, etc.) NTT applies the principles set forth in its Code of Ethics available at <https://hello.global.ntt/en-us/legal/policies-and-statements>. Executing the Agreement, the Client represents to have a copy, to have read it and to share the principles and content of the Code of Ethics and the content of Organizational, Management and Control Model adopted by NTT according to article 6 of the Italian Legislative Decree no. 231/2001 available at <https://services.global.ntt/en-us/legal/policies-and-statements>.
- 14.2 Client shall, also regarding its collaborators and partners:
  - f) respect of the principles of the Code of Ethics of NTT;
  - g) report any conduct of its employees or contractors or those of NTT and/or its subcontractors, which infringe such rules;
  - h) not engage in conduct that could constitute an offense under Italian Legislative Decree no. 231/01.
- 14.3 It is expressly agreed that if Client is in violation of the obligations set forth in paragraph 14.2 above, NTT will be entitled to remedies for all damages suffered. NTT reserves also the right to terminate the Agreement pursuant to and by effect of article 1456 Italian Civil Code, if appropriate at its sole discretion.
- 14.4 Client declares to know, to understand, to comply with and to act in compliance with, also in the future, all applicable anti-corruption and bribery laws,
- 14.5 Each Party warrants that it will comply with applicable laws in connection with its performance under the Agreement, including those relating to:
  - a) export controls, economic sanctions, customs and restrictions on international trade and investment ('Trade Compliance Laws'); and
  - b) prevention of bribery or corruption ('ABAC Anti Bribery and Corruption Laws') included, but not limited to, the "U.S. Foreign Corrupt Practices Act" and the "U.K. Bribery Act".

### 15. Applicable Law and Jurisdiction

- 15.1 The Agreement shall be governed by and construed in accordance with the law of Italy.
- 15.2 All disputes that Parties have not been able to resolve amicably or for which they have failed to reach an out-of-court settlement, shall be submitted to the exclusive jurisdiction of the Court of Milan, Italy.

Date \_\_\_\_\_

**Company ("Client")** \_\_\_\_\_

**Duly authorized signatory**  
**Name and Surname** \_\_\_\_\_

**Signature and stamp** \_\_\_\_\_

Pursuant to articles 1341 and 1342 of the Italian Civil Code, Client declares to have read, understood and specifically approve the following sections: 2.3, 2.4, 3, 4.4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15.



**Date** \_\_\_\_\_

**Company ("Client")** \_\_\_\_\_

**Duly authorized signatory**  
**Name and Surname** \_\_\_\_\_

**Signature and stamp** \_\_\_\_\_