

GENERAL CONDITIONS OF CONTRACT

1. Definitions

For the purposes of these General Conditions, the following capitalized terms shall have the meanings set forth below:
“**VEM**” or the “**Client**” means VEM Sistemi S.p.A., a company with registered office in Via Don Sebastiano Calderoni, No. 12, Forlì (FC), Italy, tax code/VAT number 01803850401;

“**Contractor**” means the contractor in charge of the performance of the Contract;

“**Party**”/“**Parties**” means VEM and the Contractor as individually or jointly referred to;

“**General Conditions**” means these general conditions of contract, which shall apply to any future Order;

“**Order**” means any order that the Client shall issue to the Contractor in writing (purchase order, e-mail, etc...) for the supply of Products and/or provision of Services and/or execution of Works;

“**Contract**” means the agreement entered into between the Client and the Contractor and consisting of the General Conditions and each individual Order;

“**Products**” means the goods supplied by the Contractor based on Client's specifications;

“**Services**” means the activities performed by the Contractor based on Client's specifications;

“**Works**” means the works performed by the Contractor based on Client's specifications.

2. Scope

These General Conditions shall apply to any relations between the Client and the Contractor concerning the supply of Products and/or the provision of Services and/or the execution of Works, as detailed in each Order and according to the specifications included from time to time therein.

No obligations shall arise for the Client towards the Contractor as a result of the acceptance of these General Conditions since such acceptance only establishes the General Conditions governing each Order under the following articles. The Client shall not be bound to purchase any minimum supplies from the Contractor and no pre-emption or exclusivity rights between the Parties shall arise as a result of the execution of these General Conditions.

Any previous agreement between the Parties, the Contractor's offer and the Contractor's terms and conditions in relation to the supply of Products and/or the provision of Services and/or the execution of Works shall not be effective and shall be superseded by these General Conditions.

3. Acceptance of Order

Each Order shall be effective and binding on the Parties only if it is in writing. The Contractor shall provide the Client with written acceptance of the Order within five (5) days of its receipt. Such acceptance shall constitute the actual effective date of the Contract between the Parties. The supply of Products and/or the provision of Services and/or the execution of Works as detailed in the Order shall begin no later than fifteen (15) calendar days from the acceptance thereof, unless otherwise agreed between the Parties.

4. Contractor's Obligations

The Contractor undertakes to supply the Products and/or provide the Services and/or execute the Works by arranging and managing any means and materials at its own risk and it shall bear any costs thereof. The Contractor shall use its own personnel with appropriate experience and expertise in sufficient numbers to ensure fulfillment of the Contractor's obligations under the Contract.

The operating procedures relating to the performance of the Contract shall be notified to the Contractor by the Client's contact person who shall be appointed from time to time as project manager.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



The Contractor undertakes to perform the Contract in a workmanlike manner pursuant to Articles 1655 et seq. of the Italian Civil Code and pursuant to the regulations in force at the time of the performance of the Contract. The Contractor undertakes to fulfil its obligations pursuant to Articles 1218 et seq. of the Italian Civil Code in good faith (Article 1375 of the Italian Civil Code), with the diligence required by the nature of the services (Article 1176 of the Italian Civil Code) and according to the criteria of fairness (Article 1175 of the Italian Civil Code).

The Contractor undertakes:

- (a) where applicable, to appropriately pack the Products based on their nature and the intended means of transportation, provided that it shall be liable for any damage suffered by the Products during transportation until delivery to the place of destination;
- b) in the event that the supply of the Products and/or the provision of Services is subject to any specific requirements under Italian and/or foreign regulations (e.g., regarding safety, anti-pollution, country of origin, etc.), to obtain and cause its authorized subcontractors, if any, to obtain any documentation in order to provide evidence of compliance with such regulations;
- c) to promptly notify the Client of any changes to the documentation and representations or certifications provided during the supplier qualification process and to update them upon expiration. In the event of failure to update such documentation, the Client may, at its discretion, decide to suspend current Orders and not to issue any new Orders until compliance is achieved. After fifteen (15) days have elapsed without the Contractor complying with such obligation, the Client shall be entitled to terminate the Contract subject to the performance of the Orders that are still outstanding at the termination date as compensation;
- d) to ensure that, at any time, the Client's personnel may verify that the Contractor complies with its contractual commitments and fulfils its obligations. The Client's personnel shall have the right to examine any documentation and, where possible, to take copies thereof in accordance with the specific industry regulations as applicable and to access the Contractor's site to carry out any audits. Such audits may be conducted, where appropriate, in the presence of the Client's customers and/or third-party auditors. The Contractor shall provide any information and/or assistance that may be necessary for such audits and verifications;
- e) to provide the Client with any information that may be useful to determine the progress of the performance of the Contract and the relevant operating procedures;
- f) to provide, if expressly or implicitly required by industry regulations, any certifications attesting that the Works have been executed in a suitable and workmanlike manner (e.g., according to CEI standards).

5. Term and Termination

These General Conditions shall become valid and effective from the date of their acceptance by the Contractor by accessing the E-procurement platform and expressing its consent to their acceptance.

These General Conditions shall be deemed to have been implicitly accepted by the Contractor by conclusive facts should the Contractor begin to provide the services covered by an Order pending express acceptance.

These General Conditions shall remain in force for an indefinite period of time subject to the right of either Party to terminate them with at least thirty (30) days' notice to be sent to the other Party by certified e-mail and/or registered letter with return receipt. No Party shall be entitled to any form of indemnification and/or compensation and/or reimbursement whatsoever as a result of the mere fact that the other Party has exercised such right.

In the event of such termination by notice and/or termination for any reason of these General Conditions, any confirmed Orders shall remain valid until the completion of the services referred to therein, unless the termination was due to any breach and/or non-performance of the Contractor's obligations thereunder.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



These General Conditions shall apply to Orders that have been issued by the Client and accepted by the Contractor during the term hereof even if the relevant services are provided after the termination of these General Conditions for any reason.

6. Fee and Payments

In consideration of the performance of the Contract the Contractor shall be paid a fixed and invariable fee, which the Contractor considers fair in relation to its commitments thereunder after taking into account any related risks. The Contractor hereby expressly waives any right of revision of such fee, namely pursuant to Article 1664 of the Italian Civil Code.

Such fee, which is net of VAT and any other taxes, shall be stated by the Client in each Order. In relation to the supply of Products, the fee shall include any packaging and delivery costs. In relation to the provision of Services and/or the execution of Works, it may be calculated, alternatively, on the basis of an hourly rate net of any reimbursement for any travel expenses, or as a lumpsum including any expenses. In the case of an hourly rate, travel and subsistence expenses shall be reimbursed only upon submission and verification of the relevant supporting documents.

The fee due by the Client to the Contractor for any Order shall be paid 90 days end of month date, upon receipt of the relevant invoice, by bank transfer unless otherwise agreed between the Parties in the Order.

The Contractor may issue its invoice upon successful completion of the Order in a workmanlike manner and upon verification by the Client of the relevant services and the positive test report.

In any case payment of the fee is subject to receipt, upon the Client's request, of the Contractor's single document certifying payment of contributions.

7. Offsetting

Should the Contractor's breach of its contractual obligations give rise to any costs or expenses for the Client or should the Client be liable to pay any amount to any third parties or incur any additional expenses for any reason attributable to the Contractor, whether or not such circumstance may cause the termination of the Contract, or should any credits accrue in favor of the Client, the above costs/expenses and credits shall be offset against the Contractor's fee up to the relevant amount.

8. Traceability of Financial Flows

If the Contract relates to public contracts, the Contractor undertakes to comply with the provisions of Article 3 of Italian Law 136/10 on the traceability of financial flows as amended from time to time.

9. Contractor's Personnel

For the performance of the Contract the Contractor hereby undertakes:

- a) to use only the personnel authorized by the Client through the E-Procurement portal, as it complies with the eligibility requirements for the type of activities referred to in the Contract. Such personnel shall be specialized and shall have the necessary expertise to provide services in a workmanlike manner. Nothing contained in the Contract shall be construed as creating an employer/employee relationship between such personnel and the Client;
- b) to use personnel registered in the Single Employment Ledger, hired in accordance with applicable regulations and in good standing with the payment of any social contributions and insurance premiums as provided for by the relevant laws, regulations and the industry labor agreement in force, and to comply with any other requirements or conditions of any applicable laws, regulations and union agreements;
- c) not to make use of illegal labor or underage workers and not to impose any degrading working conditions;

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



- d) to comply with any applicable regulations on health and safety in the workplace, including Italian Legislative Decree no. 81/2008, and on working hours and leaves;
- e) to comply with accident prevention regulations and to implement any measures in this regard including: appropriate training of personnel on the general requirements of such regulations; inspections to identify or obtain any information on specific risks present in the places where services are provided; examination of the prevention, protection and emergency measures adopted in the places where services are provided; and any other activity and/or initiative to ensure suitable safety conditions for workers;
- f) to remunerate its employees in accordance with the provisions of any applicable laws, national or local collective bargaining agreements and, in any case, in a manner proportionate to the quantity and quality of their tasks;
- g) to provide the personnel involved in the performance of the Contract with appropriate employee ID badge;
- h) to promptly replace employee who may be illegally employed and who the Client is not satisfied with as expressly stated in writing by the Client.

If the Contractor uses foreign labor, the Contractor shall represent and warrant that such employees have suitable and regular residence permits.

The Contractor represents and warrants that it is, and shall remain, solely and exclusively responsible to its personnel for any obligation arising out of or relating to their employment relationship, pursuant to current and applicable regulations and collective and/or individual bargaining agreements, including any obligations regarding wages, social contributions, pensions, social security and insurance.

The Contractor warrants, pursuant to Article 1381 of the Italian Civil Code, that its personnel shall not make any claims against the Client in this regard and undertakes to indemnify and hold the Client harmless from and against any damage, prejudice, expense, cost and/or loss it may suffer as a result of the breach of the previous provision.

The Contractor warrants that any information contained in the documentation provided in connection with this article is true and it undertakes to indemnify the Client against any consequences that may arise should any such information be inaccurate, incomplete or untrue.

The Client may verify at any time that the Contractor's personnel comply with current regulations and with the Contractor's representations.

10. Subcontracting

The Client expressly prohibits the Contractor from subcontracting the performance, in whole or in part, of the services covered by any Order, unless authorized in writing by the Client.

11. Contractor's Responsibility and Indemnity

The Contractor shall be fully responsible for any activities carried out by its employees and contract workers as part of the performance of the Contract, and for the fulfilment of its contractual obligations.

In particular, the Contractor shall be liable for any direct and indirect (e.g., in terms of loss of profit, total or partial business interruption, reduced efficiency, failure to enter into any agreements or loss of customers, business opportunities or goodwill, reputational damage, etc.), pecuniary and non-pecuniary damages suffered by the Client, if such damages are a direct or indirect consequence of the Contractor's failure, inadequacy or delay in the performance of the Contract.

The Contractor agrees to indemnify and hold the Client harmless from and against any losses, liabilities, damages and costs, which the Client and/or any third parties may incur as a result of any act or omission of the Contractor, its employees and contract workers it has used or with whom it has come into contact by its own choice for any need in connection with the performance of the Contract.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



12. Insurance Coverage

The Contractor represents that it has taken out and undertakes to keep active for the term of the Contract and/or, if longer, of each Order, an insurance policy to cover civil liability for any damages that may be caused to persons and property, including the Client and its employees, contract workers, customers or third parties. Such insurance policy shall provide coverage for third-party liability and employer's civil liability and a professional indemnity insurance if such professional indemnity insurance is necessary in connection with the activities referred to in any Order and/or the types of damage (e.g. damage from data loss). A limit of at least Euro 2,000,000.00 per claim is required for each insurance policy, with no limitation on the number of claims.

13. In-Process Checks

The Client's personnel may at any time check the services provided by the Contractor and the progress of any Order. If, as a result of such checks, the Client establishes that the activities referred to in the Order are not carried out in compliance with the conditions set forth in the Contract and in a workmanlike manner, it shall set a reasonable time limit within which the Contractor shall comply with such conditions.

14. Shipping and Delivery of Products

Delivery of Products shall be ex-warehouse of the purchaser, at one of the purchaser's or end customer's locations referred to in the Order.

In particular, notwithstanding the provisions of Article 1510, paragraph 2, of the Italian Civil Code, the Contractor shall not be released from the obligation of delivery by handing over the Products to the carrier, but it shall remain entirely responsible for and it shall bear any risks of deterioration, loss, damage until delivery at the place of destination referred to in the Order.

At the time of delivery, VEM or its end customer shall check, in the presence of the carrier, that the packages and any seals are intact and that the packages match the description of the transport document in terms of quantity and quality. Acceptance of delivery shall not entail any waiver of right to further inspect the Products.

VEM reserves the right to reject any Products that do not match the description of the transport document or that have obvious defects or damages to the packaging and it undertakes to promptly notify the Contractor, which shall promptly arrange for their replacement.

Notwithstanding the provisions of the Italian Civil Code, acceptance of Products at the time of delivery shall not release the Contractor from any liability for defects. VEM shall have the right, including in the case of intact packaging at the time of delivery, to report such defects to the Contractor within 45 days of delivery, if they are obvious, or of their discovery, if they are hidden.

15. Delays and Unauthorized Suspension

If an Order specifies in writing any deadlines for commencement and/or completion, such deadlines shall be deemed of the essence and mandatory in the interest of the Client. If the Contractor fails to meet the abovementioned deadlines, it shall pay the Client a fixed amount penalty calculated at 0.5% of the Contract value per delayed calendar day subject to any greater amount which may be claimed as compensation. Unless expressly stated, the deadline for completion of the Order shall coincide with the deadline for final acceptance of the Products and/or Services and/or Works by the Client.

Such penalty for delay shall also apply if the Contractor fails to meet the intermediate deadlines agreed upon between the Parties, subject to any greater amount which may be claimed as compensation.

The performance of the activities referred to in the Order may be suspended only at the initiative of the Client. In the event of any interruption and/or suspension of activities not authorized by the Client, the Contractor shall pay the

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



Client a fixed amount penalty calculated at 0.5% of the Contract value per calendar day of suspension, subject to any greater amount which may be claimed as compensation.

16. Completion and Testing

The Products, Services and/or Works referred to in any Order shall be deemed accepted only following a positive test report. Testing shall be carried out at the time and in the manner established by the Client and in any case within fifteen (15) days of the completion of the Order. Successful testing shall not release the Contractor from any responsibilities provided for by law.

If, as a result of the checks and inspections carried out during testing, any defects and deficiencies are identified that make any repair, remanufacturing or supplementary work necessary, the Contractor shall do so at its own expense within a reasonable period of time as specified by the Client.

Upon issuance of a positive final test report, the Contractor may issue the relevant invoice for completing the Order based on the agreed upon fee.

The Contractor shall regularly calibrate any testing and/or verification instrumentation used for the activities referred to in each Order.

17. Warranty

Pursuant to Article 1667 of the Italian Civil Code, the Contractor shall warrant that the Products, Services and/or Works covered by the Contract are free from any defects and deficiencies for a period of two (2) years from the completion of the Order in a workmanlike manner as confirmed by the positive final test report referred to in Article 16. The warranty shall cover any restoration, repair and replacement work, and include any necessary labor and materials, without any limitation. The warranty with respect to any restoration and repair work and with respect to any products and materials that have been replaced and repaired shall begin to run again for an additional period of two (2) years starting from the date of the certification of conformity of the activities that have been carried out under warranty.

18. Intellectual Property

The Contractor acknowledges that the Client is the exclusive owner of all its industrial and intellectual property rights. The Contractor agrees: a. not to infringe, file, and/or register the Client's industrial and intellectual property rights; b. not to copy, alter, modify, implement, create derivative works, disclose, and/or communicate in any way the Client's industrial and intellectual property; and c. promptly report any infringement of the Client's industrial and intellectual property rights of which it becomes aware while performing the Contract. The Contractor represents and warrants that the activities that it shall carry out under the Contract, their results, and any documents it may produce, do not and shall not infringe any right or breach any law on the protection of copyright and intellectual property rights of third parties. In this regard, the Contractor shall indemnify and hold the Client harmless from and against any costs, penalties, damages, and any actual or threatened claims and/or actions brought by any third parties against the Client, for any reason whatsoever, on the basis of an alleged breach of any regulations on the protection of copyright and intellectual property rights in connection with the activities performed under the Contract.

19. Confidentiality

As part of the Contract, the Parties may make available to each other any information, data, processes, methods, designs and specifications relating to know-how, techniques, production criteria, customers, suppliers, products, business activities, operational, financial, organizational, administration and management data that are of a confidential nature ("Confidential Information").

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì. Milano. Modena.
Padova. Roma. Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



The Parties acknowledge that the Client's Confidential Information include any information that the Contractor has directly received from the Client's customers for whom it has carried out any activities in connection with the Contract, including any information received when submitting any offer or quotation, even if they did not result in any Order. Confidential Information may not be disclosed to any third parties, except with the prior authorization of the Disclosing Party, and shall be used by the Receiving Party exclusively for the performance of the Contract pursuant to EU Regulation 2016/679 as amended from time to time.

If the Receiving Party is required by law or by an order of any public authorities to disclose any Confidential Information, it shall give notice thereof, if possible in advance, to the Disclosing Party, so that the Disclosing Party may take any appropriate measures to protect its interests or seek any other remedy. The Receiving Party agrees to cooperate with the Disclosing Party in order to minimize any damage that the Disclosing Party may suffer as a result of such disclosure.

The Contractor undertakes to comply and to cause its employees, contract workers and any persons to whom it has been authorized by the Client to disclose any Confidential information, to comply with any obligations under this confidentiality clause pursuant to Article 1381 of the Italian Civil Code. The Contractor undertakes to indemnify and hold the Client harmless from and against any liabilities, damages, expenses, costs or losses arising from the breach of any obligations under this article.

The Parties shall put in place any necessary preventive measures and, in particular, any necessary actions to prevent any unauthorized disclosure and use of any Confidential Information.

Upon termination of the Contract for any reason or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy any Confidential Information without retaining any copy or extract thereof, without prejudice to any information that shall be retained by the Receiving Party to comply with any document retention requirements under applicable law and to any back-up copies automatically created by filing systems and not immediately retrievable through the use of ordinary procedures.

The Parties agree that this confidentiality clause shall remain in force and effect after the termination of these General Conditions.

This confidentiality clause shall not apply to any Confidential Information that:

- (a) is already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party;
- (b) enters the public domain after the disclosure by the Disclosing Party to the Receiving Party without any breach by the Receiving Party of this confidentiality obligation;
- (c) was known by the Receiving Party before the time of disclosure by the Disclosing Party as clearly demonstrated by the Receiving Party based on appropriate documentation.

20. Processing of Personal Data

Vem Sistemi S.p.A. as Data Controller shall process the Contractor's personal data in compliance with EU Regulation 2016/679 for any purposes related to the performance of the Contract and for any other purposes and in the manner as described in the privacy policy which the Contractor is required to read. Such privacy policy, which has been drafted pursuant to Article 13 EU Regulation 2016/679, shall be made available through the E-procurement platform and it may be accessed both from such platform and from the "Legal & Compliance" section of the website <https://vem.com/en/>. For any need in relation to data protection, the Client and its DPO may be contacted at dpoprivacy@vem.com.

If the Contractor carries out any contractual activities involving the processing of personal data for which VEM is Data Processor, the Contractor shall be appointed as a Sub-Processor pursuant to Article 28 of EU Reg. 2016/679, as per Annex 1.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì. Milano. Modena.
Padova. Roma. Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



21. Non-Compete Clause

The Contractor may not carry out, directly or through any third parties (including any companies/associations/entities of any kind or individuals), any activities in competition with the Client that are directly or indirectly intended for the Client's customers with whom the Contractor has had any contact in relation to the Contract.

This clause shall apply with respect to the Client's customers with whom the Contractor has had any direct or indirect contact, including when submitting any offers or quotations for any activities to be carried out for such customers.

Any exceptions to this clause, including the unenforceability thereof with respect to certain customers of the Client, shall be expressly agreed upon in writing between the Parties.

This clause shall apply to any subsidiaries, parent companies or any other companies that are otherwise related to the Client's customers.

This clause shall remain in force and effect for the duration of these General Conditions and for twelve (12) months following their termination for any reason whatsoever.

22. Termination for Default

Pursuant to Article 1454 of the Italian Civil Code, the Client may terminate the Contract due to the Contractor's failure to comply with any of its contractual obligations if such failure is not remedied within fifteen (15) days of receipt of the relevant notice to comply from the Client. The Client reserves the right to entrust any third-party with the task to provide the services that have not been provided by the Contractor and to charge the Contractor the relevant costs and/or to file a lawsuit against the Contractor for any damages it has suffered.

Pursuant to Article 1456 of the Italian Civil Code, the Client may terminate the Contract without notice by notifying the Contractor by certified e-mail and/or registered letter with return receipt in the event of:

- (i) any breach and/or failure to comply with any of the Contractor's obligations under Article 4 of the General Conditions;
- (ii) any breach and/or failure to comply with any of the obligations relating to the Contractor's personnel set forth in Article 9 of the General Conditions;
- (iii) failure to comply with any rules and regulations on health and safety in the workplace, as per Article 9 of the General Conditions;
- (iv) subcontracting which has not been authorized by the Client, as per Article 10 of the General Conditions;
- (v) failure to submit and/or loss of insurance coverage required by Article 12 of the General Conditions;
- (vi) failure to comply with the Contractor's obligation to remedy any non-conformities that may be identified during in-process checks within the deadline set by the Client, as per Article 13 of the General Conditions;
- (vii) failure to comply with any contractual deadlines, any delay, and/or any unauthorized suspension in the performance of the services covered by the Contract referred to in Article 15 of the General Conditions subject to the penalties provided therein;
- (viii) breach of the confidentiality obligation referred to in Article 19 of the General Conditions;
- (ix) breach of any obligations arising from any regulations on privacy and processing of personal data and Article 20 of the General Conditions;
- (x) breach of the non-compete clause contained in Article 21 of the General Conditions;
- (xi) breach of the provisions and principles of Italian Legislative Decree no. 231/01, and of the Organization, Management and Control Model and the Code of Ethics and Conduct as adopted by the Client referred to in Article 31 of the General Conditions;
- (xii) any insolvency and/or bankruptcy or liquidation proceedings of the Contractor.

In all cases of termination referred to in this article, the Client shall have the right to file a lawsuit against the Contractor to claim any damages, any additional costs or any costs and expenses that the Client has incurred as a result of the

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

Contractor's non-performance and the subsequent termination of the Contract, subject to the Client's right to entrust any third-party with the task to provide the services that have not been provided by the Contractor and to charge the Contractor the relevant costs.

In the event of termination, the Contractor shall be entitled only to its fee for any services duly performed and accepted by the Client.

Upon termination, the Contractor shall deliver any works in the state in which they are found and it shall waive any right to any objection and to bring any possessory actions.

23. Termination of Relationship

In the event of termination of the Contract for any reason, any actions or behaviors put in place by the Contractor that may mistakenly lead any third party to believe that the Contract is still in force shall not be construed as an agreement between the Parties to continue the contractual relationship.

24. Force Majeure

Under the Contract a force majeure event shall mean any event that:

- a) is beyond the reasonable control of the Party affected by the event, and
- b) may not be avoided by the Party affected by the event by acting diligently and with care, and
- c) prevents the Party affected by the event from performing any or all of its obligations under the Contract.

Force majeure events include but are not limited to:

- a. deferral and/or suspension and/or revocation orders issued by any authorities that inhibit the commencement and/or continuation of the Contract;
- b. wars or other hostilities, invasions, acts of terrorism, mobilizations, earthquakes, floods, or any other natural disasters;
- c. riots, uprisings, disturbances, strikes, disruptions, pandemics, epidemics;
- d. fires, floodings, and/or land subsidence when not attributable to the negligence of the Contractor and/or those who the Contractor is liable for.

In any case, any delays or events attributable to the Contractor or its employees, suppliers, and subcontractors shall not constitute force majeure events and, therefore, the Contractor shall be liable therefor.

Neither Party shall be deemed to be in default of its obligations under the Contract if such default is due to a force majeure event provided that it fulfills the notification obligations hereinafter and to the extent of the performance that is actually prevented by the occurrence of the force majeure event.

If a Party believes that a force majeure event has occurred that may affect the proper and timely performance of its obligations, it shall promptly notify the other Party thereof not later than seven (7) days from the day on which it became aware of it. Upon the occurrence of a force majeure event affecting the Contractor, the Contractor shall use its best efforts to continue to fulfill its obligations under the Contract. The Contractor shall promptly notify the Client of any steps, actions or remedies it intends to take to limit the effects of the force majeure event. The performance of any services and/or activities related to the occurrence of a force majeure event, including any mitigation measures, shall not entail any changes of the fee as agreed upon. If a force majeure event affecting the Contractor continues for a period exceeding one hundred and twenty (120) days, either Party may terminate the Contract by giving written notice by certified e-mail and/or registered letter with return receipt to the other Party.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

25. Non-Solicitation Clause

The Contractor agrees, from the acceptance of these General Conditions and for twenty-four (24) months following the date of their termination for any reason, not to make any employment offer, solicit, hire, or initiate any employment relationship and/or cooperation, for any reason or cause whatsoever, directly or indirectly through recruitment agencies, head-hunters or any similar companies, in relation to the Client's employees.

This clause shall also apply to the employees of any subsidiaries, parent companies or any other companies that are otherwise related to the Client.

If the Contractor fails to comply with this clause, subject to the immediate termination of the Contract pursuant to Article 1456 of the Civil Code, the Contractor shall pay the Client an amount equal to one year's fee calculated at the time of the solicitation as penalty, without prejudice to any greater amount which may be claimed as compensation.

26. Order of Preference

The Contract shall be construed according to the following order of preference: 1) the Order, 2) the General Conditions, 3) the Contractor's offer.

27. Waivers

Any waiver to these General Conditions shall be writing and signed by the Parties. Any waiver shall explicitly state the desire to deviate from specific clauses of the General Conditions in order to be effective.

28. Headings

The headings of the articles in the Contract are for reference purposes only and shall not affect the interpretation of these General Conditions.

29. No Assignment

The Contractor may not assign the Contract and any receivables arising therefrom in any way and for any reason without the Client's prior authorization in writing.

30. Notices and Contractor's Notification Obligations

Unless otherwise stated in the Contract, any notice by either Party of a non-operational nature shall be given in writing by certified e-mail and/or registered letter with return receipt.

For the entire duration of the Contract, the Contractor shall promptly notify the Client of the occurrence of any circumstances and/or facts that may affect its ability to perform the services efficiently and effectively and to comply with any applicable regulations (e.g., loss of any eligibility requirements, authorizations and/or licenses that are necessary to perform the Contract), or its quality system. This notification obligation shall also apply to any changes to the Contractor's corporate and management structure.

31. Organization, Management and Control Model (under Italian Legislative Decree no. 231/01) and Code of Ethics and Conduct

The Client has adopted an Organization, Management and Control Model and a Code of Ethics and Conduct under Italian Legislative Decree no. 231/01, which may be accessed at <https://vem.com/azienda/legal-and-compliance/modello-231-e-codice-etico/>. By accepting these General Conditions, the Contractor warrants that it has read and accepted both documents and that it undertakes to comply with the principles and provisions of Italian Legislative no. Decree 231/01. Failure to comply with the provisions and principles of both documents may constitute grounds for termination of contract for serious breach, subject to the Client's right to the compensation for any damages it has suffered. In addition, the Client has appointed a Supervisory Board (the "231 Supervisory Board") to

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



monitor compliance with the provisions of both documents. Any information and reports on any breach of the Model and the Code of Ethics and Conduct may be sent to an e-mail address that has been specifically created in order to support the 231 Supervisory Board, i.e. odv@vem.com. The Client has made available a portal for the submission and management of any reports concerning any acts or omissions that constitute a breach of national law (such as any civil, administrative, accounting and criminal offenses and any act that is punishable under Italian Legislative Decree no. 231/01 or that does not comply with the Code of Ethics and Conduct and the Organization, Management and Control Model as adopted by the Client) and EU regulations in the cases referred to in Italian Legislative Decree no. 24/23. This portal may be accessed at <https://segnalazioni.vem.com/#/>.

32. Anti-Corruption Regulations

The Contractor undertakes to comply and to cause its directors, employees and any third parties, including any contract workers involved in the performance of the services covered by the Contract, to comply with any applicable anti-corruption regulations, i.e. the anti-corruption provisions of the Italian Penal Code and of any other applicable national laws, including Italian Legislative Decree no. 231/01. The Contractor represents and warrants that it has issued and implemented specific provisions in order to prevent any breaches of such regulations and that such provisions shall be in full force and effect for the entire duration of the Contract.

33. Waste Disposal

The Contractor shall: a) refrain from illegally disposing of or dumping any waste on and in the soil; b) include in any agreements with any with third-parties, suppliers and sub-subcontractors their commitment to dispose of any waste only through duly authorized companies (i.e. disposers, transporters, etc.) that comply with the highest standards of reliability, professionalism and ethics; c) systematically identify and monitor any environmental impact of the Contractor's Products, Services and Works.

34. ISO 27001 Standard

In order to ensure conformity with the ISO/IEC 27001 standard in the performance of its business activities, the Client has adopted an information quality and security policy, available at <https://vem.com/en/company/legal-and-compliance-eng/>. The Contractor shall implement the security measures required for the performance of the Contract that shall be notified from time to time by the Client by (certified) e-mail. The Client shall monitor compliance with such requirements through documentation checks and audits that shall be conducted with at least ten (10) days' notice. In the event of non-compliance the Client may terminate the Contract immediately.

35. Standards on Sustainability

In addition to complying with quality standards, the Contractor shall adopt best practices on occupational health and safety, environmental responsibility and human rights. The Client shall assess the Contractor not only on quality, reliability and financial sustainability, but also on its commitment to Environmental, Social, and Governance principles (ESG). Therefore, the Contractor is advised to adopt a sustainability rating using the main platforms on the market and, upon request by the Client, to notify the Client the results thereof.

36. Applicable Law and Jurisdiction

The Contract shall be governed by Italian law. The Court of Forlì shall have exclusive jurisdiction to settle any dispute arising out of the Contract and the performance thereof.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



37. Severability Clause

The invalidity, in whole or in part, of any clauses of these General Conditions shall not affect the validity or effectiveness of any other clauses hereof.

The Parties agree to negotiate a replacement clause that corresponds as closely as possible, to the extent permitted by applicable law, to the spirit and purpose of the invalid clause.

On behalf of VEM Sistemi S.p.A.:

Stefano Bossi
Chief Executive Officer

REVIEW	DATE	DESCRIPTION
1.1	March 2022	General Conditions First draft
2.1	January 2024	General Conditions Review and update

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

ALLEGATO 1

DATA PROCESSING AGREEMENT

in accordance with art. 28 Regulation (EU) 2016/679

between

VEM Sistemi S.p.A. having its registered office in Forlì 47122, at Via Don Sebastiano Calderoni 12, VAT No. 01803850401 (hereinafter, also “**VEM**”, “**Main Data Processor**” or “**Main Processor**”), acting through its *pro tempore* legal representative vested with all necessary powers,

and

The Contractor (hereinafter, also “**Contractor**”, “**Sub Data Processor**” or “**Sub-Processor**”), acting through its *pro tempore* legal representative vested with all necessary powers, hereinafter also referred to individually as “**the Party**” and jointly as “**the Parties**”.

Whereas

- a) the Parties have an ongoing business relationship regulated by a specific agreement (hereinafter, also the “**General Conditions**”), the purpose of which is to regulate the relationship between VEM and the Contractor with regard to the supply of products and/or the provision of services and/or the execution of work in accordance with the specifications set out in the individual assignments (hereinafter also collectively referred to as “**Services**”);
- b) this Agreement, therefore, shall be deemed to be applicable and referred to the business relationship under the General Conditions since it is an integral part thereof or, in any case, referred to the mandated assignments within the scope of the same business relationship with the Contractor, if the latter carries out the processing of personal data of VEM's end customers and thus assumes the subjective qualification of Sub-Processor;
- c) this Agreement extends its applicability and effect between the Parties whenever the renewal, even tacit, of the same Services covered by the General Conditions or by the single assignment takes place, with Processing of the same Personal Data relating to the same data subjects for the further period established therein;
- d) art. 28 of Regulation (EU) 2016/679 (hereinafter “**Regulation**”) allows the data processor to appoint another processor to carry out certain processing activities on behalf of the data controller, provided that it has been authorised by the data controller to do so and that the same data protection obligations are imposed on those contained in the data protection agreement with the data controller, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing shall meet the requirements of the Regulation;

the following is hereby agreed and stipulated.

1. Value of the recitals

- 1.1. The recitals form an integral and substantive part of this Agreement and the Parties wish to attribute a contractual intent to them.

2. Definitions

- 2.1. For the purposes of this Agreement, the following terms, where written with a capital letter, shall have the following meaning:
 - “**Agreement**”: this document.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



- **“Services”**: the set of activities, services and/or requirements such as supplying of products and/or providing of services and/or performing the works according to the specifications set out in the individual assignments that the Sub-Processor undertakes to perform under the General Conditions and as described therein.
 - **“General Conditions”**: the main agreement concluded between the Parties as referred to in the recitals.
 - **“System administrator”**: generally, in the IT field, roles involved in the management and maintenance of a processing system or its components, as well as comparable roles in terms of data protection risks, such as the administrators of databases, networks, security devices and complex software systems.
- 2.2. The terms used in this Agreement that are specifically defined in the Regulation, including under art. 4, shall be interpreted in accordance with the definitions provided for therein.

3. Subject matter

- 3.1. The subject matter of this Agreement, in accordance with the provisions of art. 28 paragraph 3 of the Regulation, is the definition of the methods used by the Contractor to perform the Personal Data Processing operations as a Sub-Processor, during provision of the Services and as a result of the proper fulfilment of the General Conditions signed with VEM. The duration, nature, subject-matter covered and the purpose and scope of the Processing are described in the General Conditions. The type of Personal Data and the categories of data subjects involved are determined by the context of the Services provided and the features of the Services.
- 3.2. As part of their contractual relations, the Parties shall execute this Agreement in order to mutually ensure compliance with the Regulation and with personal data protection laws.
- 3.3. VEM, as the Main Data Processor, having acknowledged that the Contractor declares that it has provided appropriate technical and organisational measures in such a manner to ensure that the Processing meets the requirements of the Regulation and protects Data Subjects’ rights, hereby appoints the Contractor, which accepts, as **Data Sub-Processor** pursuant to art. 28 of the Regulation.
- 3.4. The parties agree that this Agreement shall not exempt the Sub-Processor from the obligations to which it is subject by virtue of other rules applicable to it, whether national or EU.

4. Sub-Processor’s obligations

- 4.1 The Sub-Processor undertakes to process the Personal Data in compliance with the Regulation and applicable data protection laws and regulations which, by signing this Agreement, it declares it is familiar with. The Contractor undertakes to process the Personal Data only if required for the proper fulfilment of the obligations under the General Conditions and, in any case, in compliance with the Main Processor’s instructions. These instructions, which include those set out under this Agreement and the General Conditions, may be subsequently supplemented and notified using the Parties’ contact details.
- 4.2 The Sub-Processor undertakes to implement, within its sphere of responsibility, appropriate and adequate measures to ensure that the Processing meets the requirements of the Regulation, the fundamental principles under art. 5 and the Main Processor’s instructions.
- 4.3 The Sub-Processor undertakes to immediately inform the Main Processor in writing whenever it believes that any specific instructions it has received from the Main Processor are in breach of the Regulation. In these cases, before the instruction that is potentially in conflict with Regulation provisions is actually carried out by the Contractor, the Parties undertake to cooperate in good faith in order to ensure full compliance with applicable Personal Data protection regulations and to secure the guarantees envisaged for Data Subjects.
- 4.4 The Sub-Processor undertakes to immediately inform the Main Processor in writing of any contact, communication or correspondence received from a Supervisory Authority in relation to the Processing of Personal Data carried out in performance of the Agreement and the instruction of the Main Processor.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



The Sub-Processor is prohibited from responding to these contacts, communications or correspondence without the prior specific written authorisation of the Main Processor.

- 4.5 Taking into account the nature of the Processing and the information available, the Sub-Processor shall assist the Main Processor in carrying out Data Protection Impact Assessments and in consulting the Supervisory Authority prior to processing where this is requested by the Controller in accordance with articles 35 and 36 of the Regulation.
- 4.6 Where applicable, the Sub-Processor shall appoint System Administrators, providing them with specific instructions and explicitly specifying the areas and tasks assigned to them in compliance with applicable regulations and with the application and interpretation guidelines in force. The Main Processor, also behalf the Controller, is entitled to request a copy of the list with the names of the System Administrators involved in the Processing and their respective scopes and tasks.

5. Main Processor's obligations

- 5.1 VEM, as the Main Controller, undertakes to:
 - i) document in writing all the Processing instructions given to the Sub-Processor, throughout the term of this Agreement;
 - ii) ensure that the Sub-Processor complies with the obligations laid down in the Regulation, throughout the duration of the Processing;
 - iii) provide the Sub-Processor, at its request, with all necessary updated information to allow the Processor to maintain a record of Processing activities pursuant to art. 30 of the Regulation.

6. Authorisation to appoint additional Sub-Processors

- 6.1 The Contractor is not allowed to delegate any part of the services covered by the assignment and/or the Contract with VEM to third parties, unless authorized in writing by VEM.
- 6.2 If the Contractor has been authorised by VEM to use other data processors (hereinafter, "**additional Sub-Processors**"), the Sub-Processor must ensure that the additional Sub-Processor is also compliant with Article 28, paragraph 2 of the Regulation. The additional Sub-Processor must be contractually bound to the same obligations on personal data protection as outlined in this Agreement.
- 6.3 If the Contractor engages additional Sub-Processors, the Contractor shall remain fully liable to the Main Processor for the performance of the additional Sub-Processors' obligations should the Sub-Processors fail to fulfil their Personal Data protection obligations. This is without prejudice to the Data Subjects' rights under the Regulation, especially under articles 79 and 82.

7. System Administrators

- 7.1 The provisions of this article shall apply only if the General Conditions concerns the provision of Services or the performance of activities by the Sub-Processor and whoever working under its direct authority, relating to the duties of System Administrator as defined in Decision dated 27 November 2008 "*Measures and arrangements required from the controllers of processing operations performed with electronic tools relating to the assignment of the duties of system administrator*" (Official Gazette No. 300 of 24 December 2008), as subsequently amended.
- 7.2 The Contractor undertakes for itself and whoever working under its authority and any additional Sub-Processors appointed to perform the duties of System Administrator to comply with the provisions of the aforementioned Decision and the provisions applicable to that position.
- 7.3 Specifically, the Sub-Processor undertakes:
 - i) prior to any appointment, to assess characteristics of experience, reliability and capacity and to ensure compliance with the provisions in force, including security profiles;

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

- ii) to individually appoint the natural persons who perform System Administrator activities, listing the areas of operation they are tasked with and allowed on the basis of the authorisation profile assigned;
- iii) to keep a list of the personal details of the individuals appointed as System Administrators and request this list from any additional Sub-Processors; the Processor shall make sure that the list is kept up-to-date and made available to the Controller which may inspect it at any time;
- iv) with reference to the performance of activities on Personal Data located on Main Processor's or Controller's information systems, the Sub-Processor shall implement and manage measures and/or tools suitable to record the logical access (digital authentication) to processing systems and electronic archives by System Administrators. The records (so-called *access logs*) shall have features that comply with the provisions of the aforementioned Decision and must be kept, under the security conditions required by law, for a period of not less than six months. The Sub-Processor also undertakes to keep at the disposal of the Main Processor, at his request and at any time, one or more reports of the logs collected on the processing systems and electronic archives underlying the provision of the Services;
- v) to check, at least annually, the work of the System Administrators in compliance with the aforementioned Decision.

7.4 Regarding activities performed on Personal Data that are located on the Main Processor's and/or Controller's information systems, the Sub-Processor accepts as of now that the Main Processor and/or the Controller shall check the access logs of all the System Administrators who have access to the information systems within its competence, in compliance with the aforementioned Decision and at least once a year. In these cases, by executing this Agreement, the Sub-Processor undertakes to inform its System Administrators of this check.

8. Transfer of Personal Data

- 8.1 The Sub-Processor is prohibited from transferring the Controller's Personal Data to third countries outside of the European Union or the European Economic Area, even through additional Sub-Processors, unless otherwise agreed in writing with the Controller.
- 8.2 If the transfer of Data to a third Country or international organisation is required by Union law or by the national law to which the Sub-Processor is subject, it must inform the Main Processor of this legal obligation prior to processing, unless the laws concerned prohibit such information for important reasons of public interest.

9. Data Subjects' rights

- 9.1 Should Data Subjects exercise their rights with the Contractor, for example, by sending the Sub-Processor the relevant application and/or any request for information concerning their recognised and enforceable rights, the Sub-Processor shall immediately inform the Main Processor and forward the applications and requests received to the e-mail dpoprivacy@vem.com.
- 9.2 The Sub-Processor shall refrain from performing any further activity other than promptly submitting any requests and applications it has received to the Main Processor, unless otherwise agreed in writing between the Parties.

10. Personal Data Breaches

- 10.1 The Contractor shall, to the extent of its competence, adopt security measures and solutions to detect possible Personal Data Breaches.
- 10.2 Upon occurrence of a Personal Data Breach, the Sub-Processor undertakes to notify the Main Processor promptly. Upon occurrence of a Personal Data Breach, the Sub-Processor undertakes to notify the Main Processor promptly and in no case more than 12 hours from the moment it became aware of it accompanied by any useful information and documentation.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

info@vem.com
vem.com



- 103 In cases where the Sub-Processor becomes aware of a Personal Data Breach, the Controller shall take all appropriate safeguard measures within its sphere of responsibility, in order to limit the breach and reduce its adverse effects.

11. Security measures

- 11.1 The Sub-Processor declares that it has taken appropriate security measures and, in any event, undertakes to take appropriate technical and organisational measures pursuant to article 32 of the Regulation and any other measures specified by the Main Processor and/or the Supervisory Authority in order to protect Personal Data and Data Subjects.
- 11.2 At the Main Processor's request, the Sub-Processor shall notify in writing the measures and solutions identified and taken in accordance with this Agreement.

12. Audits and checks

- 12.1 The Sub-Processor undertakes to provide VEM with all necessary documentation and information to demonstrate compliance with the obligations arising from this Agreement, by accepting and taking part in the audit activities - including checks and inspections - carried out by the Main Processor or another party appointed by the VEM, also on behalf of the Controller.
- 12.2 The Sub-Processor acknowledges and accepts that VEM may ask the Contractor (with at least 15 business days' notice) to cooperate in the checking operations to ensure the proper performance of this Agreement. Specifically, the checking activities carried out by the Main Processor may consist of the following:
- i) audits and inspections by VEM, directly or through personnel appointed by it, at the Sub-Processor's premises;
 - ii) request made to the Sub-Processor to perform a self-assessment on the security measures taken and compliance with the measures issued, providing, upon request, documentation thereof in writing.
- 12.3 VEM undertakes to ensure that any checking activity shall be carried out at the Sub-Processor's premises as quickly as possible, during office hours and on working days, in such a manner that it shall not disrupt the Data Processor's regular business activities.
- 12.4 The Contractor, when appointing additional Sub-Processors, undertakes to carry out the verification and control activities referred to in this article in respect of the latter.

13. Validity, termination and amendments

- 13.1 This Agreement shall be valid and enforceable between the Parties for the entire term of the General Conditions or, in the event of a different term, for the duration of the Service provided and related Processing operations by the Sub-Processor.
- 13.2 Upon termination of the General Conditions for any reason whatsoever and/or upon conclusion of the Service and related Personal Data Processing, the Sub-Processor undertakes to interrupt any Processing unless required in order to comply with the Data return and deletion obligations under art. 14 of this Agreement.
- 13.3 The Parties may propose amendments to the Agreement if they consider them to be reasonably necessary, including to comply with the requirements of applicable *pro tempore* Personal Data protection regulations.
- 13.4 If the Agreement is amended, the Contractor undertakes to ensure that equivalent variations are made, without delay, in the agreements made with the any additional Sub-Processors.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401

14. Return and deletion of Data

- 14.1 Upon termination, for whatever reason, of the General Conditions or of the provision of the Service which determines the Personal Data Processing, the Contractor, without charging Main Processor any cost and without undue delay, is required to delete or, at the choice of VEM, return all the Personal Data.
- 14.2 The Sub-Processor is also required to delete all existing copies of the Data, unless EU or other Member State law requires their retention. The Sub-Processor undertakes to provide VEM with any appropriate evidence suitable to certify the cancellation of the Data, or to provide appropriate written justification justifying the mandatory storage, recalling the reference standard and the required retention times.

VEM Sistemi S.p.A.

47122 Forlì (FC)
Località San Giorgio
Via Don Sebastiano Calderoni, 12
Ph. +39 0543 725005 - Fax +39 0543 725277

I nostri uffici sono a:
Forlì, Milano, Modena,
Padova, Roma, Senigallia

Capitale sociale
Euro 500.000 i.v.
Registro Imprese

FC 01803850401
R.E.A. FC 217998
C.F./P.IVA 01803850401