

GENERAL TERMS AND CONDITIONS OF SUPPLY (TRANSLATION AND/OR INTERPRETING ACTIVITIES)

WHEREAS

These General Terms and Conditions of Supply of translation and interpreting services (hereinafter, the "General Terms and Conditions") govern the agreement between ALINEA Financial Translations GmbH (hereinafter, the "Supplier") and the client, that is the recipient of the Supplier's quotation (hereinafter, the "Client", it being hereby specified that, for the purposes under these General Terms and Conditions, this definition will include both the party having requested the supply of Services on behalf of a third party and the third party itself, provided that the latter has in turn approved the Quotation), concerning translation and/or interpreting activities (each of which, hereinafter, a "Service" and, collectively, the "Services") agreed in the quotation (hereinafter, the "Quotation"). The General Terms and Conditions will apply to any specific supply under the relevant Quotation from time to time, even if signed by the Client only upon signature of a previous quotation.

Any amendments to these General Terms and Conditions will only apply if agreed in writing and if expressly accepted by the Supplier and, in any case, unless otherwise agreed, any such amendments will exclusively apply with respect to the specific supply for which they have been agreed. Upon no express acceptance on the Supplier's side, any amendment made by the Client to these General Terms and Conditions will be null and void and, thus, will lack any effectiveness whatsoever.

Instead, other agreements signed between the parties in the past (for instance, master agreements), if any, will prevail over the General Terms and Conditions.

1. EXECUTION OF THE SUPPLY AGREEMENT

1.1. The supply agreement (hereinafter, the "Agreement") is hereby deemed to be entered into by way of sending to the Supplier the signature (by way of acceptance) of the Quotation (originally prepared and sent by the Supplier to the Client) and of the General Terms and Conditions. Likewise, the Agreement will be deemed entered into upon the Client's sending of a written notice or email foreseeing the express acceptance of the Quotation.

1.2. The Quotation exclusively concerns the documents (to be translated) that the Client has sent to the Supplier beforehand (for the purpose of the Quotation); the terms and conditions of supply are exclusively those established in the Quotation and in the relevant General Terms and Conditions.

1.3. Any possible Client requests for changes to the Quotation and/or to the documents to which the latter refers shall have to be served on the Supplier in writing and may only be deemed binding for the latter provided that they are expressly approved by the Supplier in writing. All amendments to the Quotation may entail a change to the cost estimate and/or to the delivery deadlines, that will be notified by the Supplier.

2. PERFORMANCE

2.1. Upon request for a Quotation or, at the latest, upon signature (by way of acceptance) thereof, the Client will promptly supply all necessary instructions for the performance of the Services under the Quotation, including any urgency.

2.2. The Supplier hereby undertakes to perform the Services to the highest quality standards, by availing itself of skilled professionals with adequate language preparation, strong professional experience and a high level of specialisation on the subject matter. On its side, the Client hereby acknowledges and accepts that the Supplier avails itself of the collaboration of outside professionals to fully or partially carry out the requested Services.

2.3. The Supplier hereby undertakes to translate the text (hereinafter, the "Translation") in its entirety, by adopting a style and register of the language that matches those of the text in original language. Should the Client intend to remove or summarise parts of the text contained in the translation (and which are, instead, necessary to make the translation compliant with the original document), the Client will carry out this activity autonomously - and the Client will be exclusively liable therefor, thus hereby widely releasing the Supplier (who may in no way be deemed liable for any such activity, even vis-à-vis third parties) - and may not request this activity to the Supplier.

2.4. The specific terminology will be translated by highly specialised translators according to the meaning most commonly used in the technical sector to which the text belongs. Should the Client request the Supplier to use a particular terminology, the Client hereby undertakes to provide the Supplier, upon acceptance of the Quotation, with the glossaries and/or the reference material to be used to carry out the Services. Finally, the Supplier hereby undertakes to translate the specific terminology consistently within the text and/or in compliance with the glossaries and/or the reference materials provided by the Client and/or agreed with the Client.

2.5. Should the requested Services need to be performed within particularly short deadlines, the Supplier hereby reserves the right to inform the Client of the fact that it may not be in a position to ensure its usual quality standards due to the requested urgency and, in any such event, once the Client has been informed to such extent, the Supplier will be released from any possible defect that the Translation may show.

2.6. In the event that, for the purpose of performing the Service, the Supplier needs to have the Client liaising with the interpreter or with the translator to whom the Service has been entrusted, it is hereby agreed that, once the Quotation is signed, the Client will not be entitled to directly contact the interpreter and/or the translator indicated by the Supplier in view of entrusting future assignments without previously having obtained the Supplier's written consent to said extent and/or without having entered into a new agreement with the Supplier for the requested services.

2.7. In the event that the client has selected the machine translation light post-editing option, the client is fully aware of the characteristics and limits of the Service provided by the Supplier. Machine translation light post-editing is a faster and significantly cheaper service. It consists of a quick editing by a translator of the text produced by a machine translation engine to make the original text understandable for internal purposes. This process is not suitable for documents intended for publication or to be submitted to institutions or public authorities. The translation will therefore be of poorer quality and inconsistent from a stylistic and context point of view and may contain errors.

2.8. Also by way of departure from any law provision to the contrary, it is hereby understood that, in case of an interpreting service, should the Client interrupt the supply of the Service after having confirmed the Quotation, the Client will pay to the Supplier the entire amount shown in the Quotation and this also if the hours or days of interpreting proved to be lower than those shown in the Quotation.

2.9. In case of a translation service, should the Client request to interrupt the supply of the Service after having confirmed the Quotation, the Client hereby undertakes to pay to

the Supplier the consideration concerning the Services already performed. On its side, the Supplier hereby undertakes to promptly provide the Client with the part of the translation already completed.

3. CLIENT WARRANTIES AND LIABILITY

3.1. The Client hereby represents and warrants that it owns the material supplied or that the latter is freely available, as well as that the supply of the Services will not infringe any copyright, trademark, patent or any other third party exclusive property rights.

3.2. The Client will be liable for the original texts, for the entire documentation to be translated, as well as for any possible reference material and/or for the glossaries provided to the Supplier. Therefore, in no way will the Supplier be liable: (i) should the documents delivered by the Client to the Supplier be illegible or include literals, inconsistencies and/or incorrect and/or incomplete information, or (ii) for the revisions/amendments made by the Client to the texts already translated by the Supplier.

3.3. In no way will the Supplier be liable for any delays in the delivery due to the failed, wrong or delayed supply of the original texts (or, in any case, to be translated) and/or of the material and/or of the glossaries to which the Client had expressly requested the Supplier to make reference for the purposes of performing the Services.

3.4. In no way will the Supplier be liable for delays in the performance of the Services depending on causes not due to the Supplier's fault (for instance: acts of God, interruptions of supplies such as electric energy, telephone lines and any other cause of force majeure).

3.5. The Client hereby undertakes to indemnify and hold the Supplier harmless for any property and non-property, direct and indirect damage, including any type of expense, arising out of any claim brought by third parties in connection with the infringement of copyright and/or, in general, of third party intellectual property in connection with the documents falling within the scope of the Services and any and all related elements.

4. CONFIDENTIALITY

4.1. Throughout the validity of the Agreement, the Parties hereby mutually undertake to consider any information and documentation exchanged in performing the Services strictly private and, in any event, strictly confidential. The Supplier is under an obligation to keep any facts, information and documents of which it may have taken cognisance under the Agreement fully confidential, save for the necessary forwarding of information and documentation to the collaborators (even outside collaborators) and employees involved in the management and performance of the Services. Therefore, the confidentiality obligation applies to all the employees and collaborators involved in the management and in the performance of the Services.

4.2. The confidentiality obligations do not apply if the Supplier is under an obligation by law to communicate any such information or should the latter become of public domain.

4.3. Unless otherwise requested by the Client in writing, the documentation sent to the Supplier in view of the performance of the Services will be filed by the latter at the end of the assignment in order for the Supplier to use the material for any possible further assignments given by the Client itself. If so requested by the Client in writing, the Supplier will destroy the documentation supplied by the Client.

5. INVOICING AND PAYMENTS

5.1. Notwithstanding the provisions under these General Terms and Conditions, the Supplier's invoice will be issued to the party to whom the Quotation has been made out. Should the Client request that a third party be invoiced, the Client shall have to provide the data of the invoice heading upon request for the Quotation and the latter shall also have to be signed by any such third party by way of acceptance (hereinafter, the "Third Party").

5.2. In any case, it is hereby understood that the Client and the Third Party will be jointly and severally liable for the payment of the consideration due to the Supplier. In any event, the Supplier hereby reserves the right to accept to invoice the Third Party or not, upon the outcome of the relevant checks.

5.3. In case of the Third Party's delay in the payment in excess of 30 (thirty) days from the invoice due date, the Supplier will invoice the Services to the Client to whom the Quotation was made out who, in any such case, hereby undertakes to pay the relevant amounts.

5.4. In case of failure to pay (even partially) the consideration to which the Supplier is entitled, as well as in any other case provided for by law, the Supplier may suspend any Service until the payment of the consideration agreed in the Quotation is made.

5.5. The Supplier hereby reserves the right to request, in specific cases, the advanced payment of the consideration foreseen in the Quotation, prior to expediting performance of the Services foreseen therein. Default interest will accrue over the amounts not paid within the deadlines agreed in the Quotation to be calculated pursuant to German law.

6. SUPPLIER'S LIABILITY AND CLAIMS

6.1. Any claims made by the Client in connection with the Services shall have to reach the Supplier within 15 days as from performance of the Services (in case of a translation: as from delivery of the translation), subject to forfeiture, and may be accepted by the Supplier only if proven and, therefore, if accompanied by the translation revised by the Client or by clear evidence of the mistakes found. In case of general complaints and/or in case of any complaint concerning the style of the translation - which is considered to be highly subjective - the Services will be deemed correctly performed.

6.2. In case of a claim received within the deadline above, the Supplier hereby undertakes to correct all objective mistakes included in the translation at its own expense. Once the term under paragraph 6.1 above has elapsed, the Services will be deemed finally accepted by the Client.

6.3. Beyond the cases under paragraphs 6.1 and 6.2 above, and in case of any request for changes to the translation (not subject to any claim whatsoever) made by the Client, the Supplier hereby undertakes to make them in the Translation with no additional costs, provided that such requests reach the Supplier in writing within 15 days following delivery of the Translation and provided that they do not exceed 10% of the number of words of the translation text. In case of changes to a greater extent and/or of changes received beyond the term mentioned above and/or of changes/integrations which the Client may have made to the document in the source language (and not, instead, to the Translation), the Supplier will submit a Quotation to the Client for inserting or translating such changes and, following approval of the relevant Quotation, the Supplier will provide the Service as requested. In some cases and following the relevant agreement with the Client to said extent, the Supplier may prepare a final Job Summary for such changes at the end of the assignment.

6.4. Claims for damages and reimbursement of expenses by the customer, regardless of the legal basis, in particular due to breach of duties arising from the obligation and from

unauthorised action, shall be excluded. The foregoing shall not apply in the case of mandatory liability, in the case of intent, gross negligence, fraudulent misrepresentation, loss of life, bodily injury or illness, violation of essential contractual obligations, or assumption of a guarantee. However, the claim for damages and reimbursement of expenses for the breach of material contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions. excluded.

7. TERMINATION OF THE AGREEMENT

The Agreement will be early terminated ipso iure should the Client undergo voluntary winding up or an insolvency procedure (save for the cases excluded by law) or, in any event, should the Client be under insolvency.

8. INTELLECTUAL PROPERTY

8.1. All rights concerning the Client's original and final material will remain its exclusive ownership.

8.2. All rights related to the Supplier's Services and, thus, concerning reference material, databases and translation memories developed by the Supplier will be the Supplier's exclusive ownership and will be subject to intellectual property laws and regulations.

9. DATA PROTECTION

Pursuant to and for the purposes of the "Data Protection Code", as well as of Regulation (EU) 679/2016 ("GDPR"), each single processing will be marked by the principles of fairness, lawfulness and transparency, thus protecting your confidentiality and your rights and, in any event, in compliance with the provisions under the aforesaid law. Furthermore, only expressly authorised staff will be allowed to the processing, instructed (following the relevant appointment) by the Data Controller.

Pursuant to Article 13 of the aforesaid regulation, we hereby provide you with the following information:

1) **PROCESSING AIMS AND METHODS:** The Supplier will process the personal data supplied by the data subject with and without the aid of electronic tools, by way of example but without any limitation whatsoever, for the following purposes:

- a) collection of pre-contractual information;
- b) correct management of all contractual relations;
- c) fulfilment of the legal, accounting, tax and administrative obligations;
- d) as well as in order to supply the requested (translation and interpreting) services.

2) **CATEGORIES OF PARTIES TO WHOM THE DATA MAY BE COMMUNICATED AND TRANSMITTED:** a) banks and financial institutions in general, for managing collections and payments;

- b) professional firms for any possible legal dispute and/or for accounting, tax, and law and regulatory compliance;
- c) outside consultants in charge of processing the data for special activities: IT consultants, safety consultants, quality consultants, legal advisors;
- d) debt collection companies;
- e) couriers, forwarders and carriers in general exclusively for law and regulatory obligations;
- f) auditing and financial statements certification firms;
- g) any outside collaborators of whose work the Supplier may avail itself for the purposes of performing the requested Services.

3) **DURATION FOR KEEPING THE DATA:** The personal data issued will be kept for the time needed to expedite the performance and the services rendered in compliance with these General Terms and Conditions, and to achieve the aims for which they have been collected.

4) **DATA SUBJECT'S RIGHTS:** At any moment, the data subject may exercise its own rights vis-à-vis the Data Controller, a summary of which is shown below:

1. The data subject is entitled to obtain confirmation as to whether there are any personal data concerning the data subject or not, even if not yet recorded, as well as the respective communication in an intelligible manner.

2. The data subject is entitled to be informed on the following:

- a) the origin of the personal data;
- b) the processing aims and methods;
- c) the rationale applied in case of processing with the aid of electronic tools;
- d) the general particulars of the Data Controller and of the Data Processors;
- e) the parties or the categories of parties to whom the personal data may be communicated or who may take cognisance in the capacity as representative appointed within the territory of the State, as Data Controllers or as Data Processors.

3. The data subject is entitled to obtain:

- a) the update, the correction or, if so wished, the integration of the data;
- b) the deletion of the data, in the cases under Article 17 of the GDPR, as well as the limitation to the processing in the cases under Article 18 of the GDPR;
- c) the revocation of the consent to the processing at any time;
- d) the confirmation as to whether there is any processing of personal data concerning the data subject or not;
- e) the access to its data and to the following information (processing aims, categories of processed data, any recipients and/or categories of recipients to which the data subject's data have been and/or will be communicated, the period throughout which they will be kept).

To exercise any such rights, you may write to the following email address: k.aricci@arkadiatranslations.com, by attaching a copy of your identity card.

5) **DATA CONTROLLER:** The Data Controller is ALINEA Financial Translations GmbH, having registered office in Opernplatz 14, 60313 Frankfurt am Main, Germany.

6) In case of processing third party personal data sent by the Client to the Supplier, the Client will act in the capacity as independent Data Controller, thus undertaking the entire obligations and liabilities provided for by law. In such way, the Client hereby fully releases the Supplier from any complaint, claim, request for damages by any way whatsoever, which may reach the Supplier from third parties whose personal data have been processed by the Supplier in breach of the applicable Data Protection laws and regulations. In any case, should third party personal data be otherwise supplied or processed, the Client hereby guarantees - thus undertaking any liability related thereto - that said special case of processing is appropriately grounded from a legal standpoint pursuant to Article 6 of the GDPR, which entitles to the processing of the information at issue.

10. CROSS-REFERENCE PROVISION

The performance of the Agreement is governed by the German Civil Code and by the other law and regulatory provisions in force as at the date of conclusion of the Agreement, unless expressly governed by the provisions above.

11. GOVERNING LAW AND JURISDICTION

11.1. The Governing law is German law.

11.2. By way of departure from the rules on territorial jurisdiction, it is hereby agreed that the Courts of Frankfurt will have exclusive jurisdiction over any dispute which may arise in connection with the interpretation, validity, effectiveness, performance or termination of these General Terms and Conditions and of the Agreement.