

## General conditions of purchase of CY4GATE S.p.A.

### Supply of catalogue products

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### **1. General Conditions**

CY4GATE SpA, with registered office in via Coponia 8 – 00131 Rome, FC/VAT no. 1312915100, registered in the Companies Register at the Rome Chamber of Commerce REA (Economic Administrative Index) no. RM-1426295, fully paid-up share capital of Euro 1,441,499.94 (hereinafter **CY4GATE**) operates in the field of information security by developing proprietary technologies applicable in the cyber security sector and, in particular, in the cyber threat intelligence and decision intelligence sector to support digitalisation processes and for the protection of public and government bodies (civil and military), critical infrastructures and businesses. These general contract conditions (hereinafter the **General Conditions**) govern the relationship between CY4GATE and the subject – natural or legal person – identified in the order form annexed to this document under A (hereinafter, respectively the **Supplier** and the **Order Form**) in relation to the purchase of the good(s) identified therein (hereinafter the **Products** or, individually, the **Product**).

### **2. Consent and subject**

The Supplier sells to CY4GATE, who accepts and purchases, the right of full and exclusive ownership of the Product under these General Conditions together with the particular conditions outlined in the Order Form (hereinafter, jointly, the **Contract**).

### **3. Order of precedence**

In case of conflict between the General Conditions and the particular conditions outlined in the Order Form, the latter will prevail.

### **4. Import/export control**

The Supplier and CY4GATE shall be responsible for the obligations required by the competent Authorities, respectively, for the export and import of the Product.

For each Product, the purchase of which is subject to export restrictions, the Supplier is required to promptly inform CY4GATE by e-mail to [procurement@cy4gate.com](mailto:procurement@cy4gate.com).

### **5. Packaging and transport**

The Supplier shall, at its own expense, package the Products to be shipped in compliance with the best transport practices and, therefore, well protected against humidity, rain, impacts, corrosion and electrostatic charges. The Supplier shall be responsible for any damage/loss resulting from an error in the packaging of the Products.

The Supplier shall clearly indicate on the outside of each package the purchase order

number, the CY4GATE code and the related s/n, the certificate of conformity, as well as all correspondence related to it.

The Supplier shall also ensure that the packaging of the Products is suitable for protecting confidentiality in a reasonable manner, also with regard to the subject of the Contract: in particular, if the Product consists, in whole or in part, of information or data, the Supplier undertakes to always use state-of-the-art encryption methods on the transmission channel or on the IT support.

The Supplier undertakes to provide each shipment with the documentation required by law.

#### **6. Obligations regarding the protection of human health and the environment (REACH)**

The Supplier guarantees that the materials that constitute or compose the Products respond to and are used in compliance with the precautionary principle, in compliance with the provisions of community directives and regulations and internal rules regarding the protection of human health and the environment, including obligations referred to in Regulation (EC) no. 1907/2006 “REACH Regulation”, as amended.

Therefore, the Supplier undertakes to exhibit, upon CY4GATE request, the safety data sheets, updated in accordance with the above regulation, of each substance supplied, as is, in a mixture and/or within a Product.

If the Supplier shall not comply with the obligations undertaken pursuant to this article, the Contract will be considered terminated pursuant to art. 1456 Civil Code.

#### **7. Limited-life materials**

In the case of supply of limited-life materials, the supplier has the obligation to:

- Ensure appropriate transport conditions in order to preserve use and residual useful life;
- Deliver the material with attached documentation proving the manufacturing date.

CY4GATE will not accept products that are shipped when more than 50% of their useful life has already elapsed.

#### **8. Anti-counterfeiting and quality**

The Supplier guarantees that:

- the Products are new;
- all codes, brands and stamps present on the Products and packaging have been affixed with full rights.

The Supplier ensures the implementation within its organisational structure of an adequate

monitoring policy of the sub-supplier chain with reference to the execution of this contract, in order to avoid any non-compliance with as guaranteed above. Upon CY4GATE request, the Supplier undertakes to provide evidence of the aforementioned monitoring procedures and their implementation.

The Supplier also guarantees that the Products comply, in all respects, with as requested by CY4GATE and outlined in the Order Form, and undertakes to provide, if requested by CY4GATE, evidence of the control and verification activities carried out to ensure that the Products, its organisation and its sub-suppliers comply with the quality requirements of the international standard ISO 9001:2015, together with the relevant valid certificates of conformity.

If the Supplier shall not comply with the obligations undertaken pursuant to this article, the Contract will be considered terminated pursuant to art. 1456 Civil Code.

### ***9. Software licenses***

In the event that the Contract provides for the transfer of software use licenses (**Licenses**), the Supplier acknowledges that CY4GATE will be granted the rights to transfer them pursuant to art. 107 of Law 633/1941.

The Supplier also acknowledges that CY4GATE and/or the subjects authorised by it will use the Licenses for commercial purposes, (purposes) which may require the installation and/or integration of the software covered by the License with the software or hardware products of CY4GATE and /or of the subjects authorised by it.

The Supplier expressly declares that the provision of the License does not imply the violation of intellectual and/or industrial property rights of third parties, and undertakes to indemnify and hold harmless CY4GATE from any damage, cost, loss or expense resulting from any possible violation.

### ***10. Deliveries***

Partial or early deliveries of the Products are not permitted unless expressly authorised in writing by CY4GATE.

The delivery will be accompanied by two copies of the transport documents indicating: company name of the supplier, order number, drawing/code number, description and quantity of the goods being delivered, shipping date, number of packages sent and any information specifications prescribed in the Order.

### ***11. Price and charges***

The price of the Products is indicated in the Order Form net of legal charges.

In any case, CY4GATE will be required to pay the Supplier only the payments due for what has actually been received.

### ***12. Force majeure***

Each party is not responsible for any failure to perform its obligations under this Contract, if such failures are attributable to causes beyond its diligent control and not attributable to the fault or negligence of the party itself.

The following are considered as causes of force majeure, by way of example and not limited to: epidemics, earthquakes, fires, natural disasters, wars, riots, embargoes, acts of civil or military authorities.

In such cases, the Supplier shall replace the resource within fifteen (15) days from the date of occurrence of the relevant event or alternatively withdraw the order without penalties for the Supplier.

Failure and/or delay in obtaining the necessary authorisations by the Supplier and/or its sub-suppliers where applicable shall not be considered a cause of force majeure.

The party who is unable to fulfill the obligations deriving from this Contract due to the occurrence of a force majeure event, shall promptly communicate this impediment to the other party no later than seven (7) calendar days from the occurrence of such event, specifying the nature, estimated duration, foreseeable effects and also providing irrefutable and unequivocal evidence of the occurrence of such event.

Within fifteen (15) days of the occurrence of such force majeure event, the parties will discuss the state of the situation and any actions to be taken in order to fulfill the obligations arising from this Contract.

If the occurrence of a force majeure event prevents or hinders the execution of the obligations deriving from this Contract for more than three (3) months, the party not affected by the force majeure event reserves the right to terminate the Contract pursuant to art. 1463 Civil Code.

### **13. Penalties for delays and/or non-compliance in delivery**

The delivery of the Products shall take place according to the deadlines defined in the Order Form or, failing that, within suitable terms to guarantee the full satisfaction and persistence of the interest of CY4GATE, having regard to the subject of the Contract, without prejudice to the provisions of articles 1218 et seq. Civil Code.

Without prejudice to the causes of force majeure referred to above, the Supplier who fails to deliver the Products within the established deadlines will be required to pay CY4GATE a penalty equal to 2% (two percent) of the price of the Products (or, for contracts with continuous or periodic execution of the reference milestone) carried out (0) with delay, for each calendar week starting from the delivery date envisaged by this Contract.

In any case, CY4GATE may apply penalties to the Supplier up to a maximum of 10% (ten percent) of the price of the Products, without prejudice to the right of CY4GATE to terminate the Contract for non-compliance by the Supplier pursuant to art. 1453 Civil Code.

### **14. Withdrawal**

Without prejudice to the right to terminate the Contract due to delay or other non-compliance by the Supplier, CY4GATE has the right, at any time, to withdraw in whole or in part from this Contract.

The withdrawal from this Contract by CY4GATE shall be promptly notified to the Supplier by written communication; in this case, the Supplier shall receive compensation for the services performed *pro rata temporis* up to the effective date of such withdrawal.

### **15. Responsibilities of CY4GATE**

CY4GATE is responsible for damages caused to the Supplier resulting from non-execution of the contractual obligations limited to cases of willful misconduct or gross negligence, to the minimum extent permitted by art. 1229 Civil Code.

In any case, the Supplier undertakes not to raise exceptions aimed at limiting or delaying the delivery of the Products.

### **16. Warranty**

Provided that the defect was reported by CY4GATE within fourteen (14) working days from discovery and before the expiry of one (1) year of delivery, the Supplier, in the aforementioned warranty period, undertakes to correct any defect that affects the use of the Products, in the form of repair or replacement of the Products. Warranty interventions will not be due by the Supplier if the same proves that the non-conformity was due to willful misconduct or gross negligence on the part of CY4GATE.

The Supplier shall carry out the interventions under warranty within five (5) days of notification by CY4GATE and shall complete the interventions within five (5) days from the start of the intervention. In the event of a blocking error, the maximum intervention time is reduced to one (1) working day and the intervention shall be completed positively within three (3) days of the request. The warranty period shall be considered suspended from the date of reporting of the non-conformity found by CY4GATE until the date of complete restoration of the Product. This suspension of the warranty shall concern, in addition to the subject of the correction, all other objects provided for in the Order Form that cannot be used due to the defect found.

During the warranty period, if the Supplier fails to repair the damaged item(s) within the aforementioned terms, CY4GATE shall have the right to apply to the Supplier the penalties referred to in the clause "Penalties for delay and/or non-compliance in delivery" based on the unit price of the damaged item(s).

If the Supplier shall not comply with the obligations undertaken pursuant to this article, the Contract will be considered terminated pursuant to art. 1456 Civil Code.

### **17. Sale classification**

Unless otherwise indicated on the Order Form or as further agreed between the parties, documentation provided by the Parties for the execution of the Contract is "not classified".

### **18. Privacy, confidentiality and secrecy of information**

For the purposes of these General Conditions, the definition of **Confidential Information** (or, in the singular, **Confidential Information**), shall include, by way of example and not exhaustively, the existence and subject of the Order Form, the news, data, information, documents, research, projects, practices and related data, business methodologies and techniques, commercial and sales strategies, employee information, legal documents and other information relating to CY4GATE operations, sketches, written, printed matter, operational techniques, software, data relating to suppliers and customers, know-how, ideas, strategies, creative/ideal lines, research and related results, technical, commercial and organisational knowledge regarding the activities, organisation and structure of CY4GATE, as well as industrial, commercial, sales, business, marketing development strategies, etc., and, more generally, any other information, of a private and confidential nature, of which the Supplier has become aware of and/or becomes aware of during the execution of the Contract.

The Confidential Information of which the Supplier becomes aware as a result of this Contract shall be kept confidential, unless it is already in the public domain, and may not in any way be disclosed to third parties or used outside the scope of this Contract, unless

the disclosure or other use has been previously authorised in writing by CY4GATE. The Supplier undertakes both during the duration of the Contract and after its termination, in the absence of written authorisation from CY4GATE, to:

- i. not disclose to third parties, either in whole or in part, directly or indirectly, in any form;
- ii. any Confidential Information;
- iii. not use in whole or in part, directly or indirectly, any Confidential Information transmitted to them by the other party for purposes other than those provided for in this Contract;
- iv. use all suitable means and carry out any act or activity reasonably necessary, in order to ensure that the Confidential Information is not freely accessible to third parties;
- v. not duplicate, copy, reproduce, record or otherwise represent, except for the needs arising from the execution of this Contract, with any and all means suitable for these purposes, in whole or in part, files, deeds, documents, lists, notes, drawings, diagrams, correspondence and/or any other material containing one or more Confidential Information;
- vi. immediately return or destroy, upon termination or conclusion of this Contract, any and all files, deeds, documents, lists, notes, drawings, diagrams, letters and any other materials, including any copies or reproductions thereof, containing one or more Confidential Information.
- vii. The obligations undertaken by the Supplier pursuant to this article shall apply for five (5) years from the termination of this Contract, for any reason whatsoever.

### ***19. Privacy***

The parties mutually acknowledge that they have made available the policy relating to the personal data processed for the conclusion of this Contract and the management of the contractual relationship. The duration of processing is strictly related to the contractual scope; personal data will be processed according to the purposes of the Contract, functionally for the performance of the contractual scope and legal obligations.

Both parties undertake to communicate, upon signing this Contract, the details of the Data Protection Officer or the company privacy contact if designated.

Each party confirms the adoption of and compliance with the applicable privacy regulations, with particular reference to the requirements of Regulation (EU) no. 2016/679.

Pursuant to current legislation on the protection of personal data, the parties act as independent data controllers of personal data for their respective activities.

The parties mutually undertake to process the personal data known directly and/or incidentally during the execution of the Contract, in compliance with current legislation on the protection of personal data.

The data will be communicated by CY4GATE only for purposes related to the subject of the Contract and according to the methods specified therein. The parties undertake, also



through their personnel, to treat them in full compliance with the applicable legislation, in compliance with the principles of lawfulness and correctness, and by implementing the appropriate technical and organisational measures to guarantee a level of security adequate to the risks presented by the processing that derive in particular from the destruction, loss, modification, unauthorised disclosure or access, accidentally or illegally, to personal data of which the parties are the controllers.

It is understood between the parties that CYGATE may, depending on the case, be the data controller and/or processor responsible for the processing of personal data processed by the Supplier for the execution of the activities envisaged by the Contract. The data controller exercises decision-making power over the purposes and methods of processing the aforementioned data. This decision-making power is completely autonomous with respect to the Supplier, who may be appointed as Data Processor pursuant to current legislation on the protection of personal data, as indicated in the specific document annexed under B on this occasion (appointment as Data Processor). To this end, the Supplier declares to have read and accepted this appointment as Data Controller, and undertakes to comply with the same and the obligations established by law on the Data Controller.

**20. Organisational model pursuant to Legislative Decree 231/01, code of ethics, anti-corruption, anti-money laundering and market abuse regulations**

The Supplier is aware that CY4GATE has adopted and implements an organisation, management and control model pursuant to Legislative Decree 231/01, with the related code of ethics and disciplinary system, which it declares to have read from the company website [DOCUMENTS | CY4GATE S.p.A.](#) and which it declares to have understood. The Supplier adheres to the principles of the aforementioned organisation, management and control model and its annexes and undertakes to comply with its contents, principles and procedures and, in general, to refrain from any conduct that might constitute the offenses indicated in Legislative Decree 231/01 and its subsequent amendments and additions and set out in the aforementioned organisation, management and control model. Furthermore, it undertakes to respect and ensure that any of its collaborators comply with all the principles contained in the aforementioned documentation and the conduct protocols envisaged by our company pursuant to Legislative Decree 231/2001 and annexed to this Contract, thereby providing express guarantee and indemnity pursuant to art. 1381 Civil Code.

To this end, the Supplier declares and guarantees to CY4GATE:

- Not to have received any conviction with a final sentence and not to have undergone the application of any precautionary measures for the crimes envisaged by decree 231;
- Not to be aware of definitive judicial measures against its partners/legal representatives/directors, executives, managers and supervisors in general for the crimes

envisaged by decree 231;

- That it is not subject to judicial liquidation or other insolvency proceedings and that no proceedings are underway against the Supplier for the declaration of one of these situations;

- That there are no protests or other acts prejudicial to the reliability and morality relating to the Supplier and/or its partners/legal representatives/directors, executives, managers and supervisors in general;

- Not to be the recipient of measures issued by the relevant administrative, judicial bodies or supervisory commissions competent according to the relevant legal system for serious infringements such as – by way of example, but not exhaustively – violations of the regulations on occupational health and safety and environmental protection.

The Supplier also undertakes to act in such a way as to respect (and ensure respect, also through the most appropriate training and information activities, of its employees, collaborators and third parties in general, which it uses to carry out the services covered by the Contract, providing for this express guarantee and indemnity pursuant to art. 1381 Civil Code) the anti-corruption and anti-money laundering laws in force at the time. Anti-corruption and anti-money laundering laws mean, if and to the extent applicable: (i) the anti-corruption, bribery and anti-money laundering provisions contained in the criminal code, the civil code and other national laws and (ii) the laws and international treaties relating to anti-corruption and anti-money laundering, including the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. In this context, the Supplier declares and guarantees that, in relation to the Contract, neither the Supplier itself, nor its employees and any collaborators it uses to perform the services covered by the Contract, will do, authorise or promise to do or have never made, authorised, agreed or promised to make or offer, payments, gifts, property, benefits, or anything of value, directly or indirectly, to: (a) public officials or public employees (including representatives of state-owned and state-controlled corporations), (b) political parties or their officials or candidates, or (c) any other person or entity, for the purpose of obtaining or maintain business, or obtaining an improper business advantage in violation of anti-corruption and anti-money laundering laws.

Failure, even partial, by the Supplier of the rules and principles contained in the organisational model 231, in the code of ethics, as well as in general of the obligations, declarations and guarantees referred to in this article constitutes a serious breach that legitimises CY4GATE to request, by means of a simple written communication to be sent also via e-mail, the termination of the Contract by right and with immediate effect pursuant to and for the purposes of art. 1456 Civil Code, without prejudice to any other legal remedy, including the right to compensation for damage suffered. The Supplier will guarantee, indemnify and hold CY4GATE harmless from any claim and/or damage and/or request, including legal costs, which may be made by third parties in relation to the aforementioned non-compliance.

The Supplier also expressly acknowledges that CY4GATE shares are admitted on the regulated market Euronext Milan – STAR segment – organised and managed by Borsa Italiana SpA and, therefore, certain confidential information could have a privileged nature pursuant to the market abuse regulations (regulation EU no. 596/2014 and any other implementing regulations issued by CONSOB, the European Commission, ESMA and other competent authorities, as amended from time to time and to the extent that they are applicable). In this regard, the Supplier undertakes to respect – and, pursuant to art. 1381 Civil Code, to ensure that any collaborators respect the market abuse regulations.

### **21. Applicable law and jurisdiction**

This Contract shall be disciplined exclusively by Italian law. For any dispute relating to the interpretation, application and execution of the Contract, including these General Conditions, the Court of Rome shall have exclusive jurisdiction.

### **22. Disputes**

The parties undertake to make every reasonable effort to resolve any dispute, through conciliatory meetings and discussions, in order to reach an amicable settlement of such dispute.

### **23. Order acceptance**

The Contract is considered concluded by returning a copy of it (including annexes) duly signed by the Supplier, within fifteen (15) calendar days from the issue of the Order Form. If this period of time has passed unnecessarily, CY4GATE reserves the right to cancel the Order Form.

\* \* \* \*

Stamp and signature of the Supplier, for acceptance of the clauses contained in this document, to be considered fully applicable to all future purchase orders issued by CY4GATE, except for any specific exceptions reported in the Order Form.

Place and Date

The Supplier

Stamp and legible signature and for abroad

Stamp and signature of the Supplier, for specific acceptance by separate signing of the clauses contained in this document in articles (9) Licenses to use software, (11) Price and charges, (13) Penalties for delay and/or non-compliance in delivery, (14) Withdrawal, (15) Responsibilities of CY4GATE, (16) Warranty, (21) Applicable law and jurisdiction, pursuant to art. 1341 Civil Code, which declares to be considered fully applicable to all future purchase orders issued by CY4GATE, except for any specific exceptions outlined in the Order Form.

Place and Date

The Supplier

Stamp and legible signature and for abroad