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

Provision of professional services

Contents

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 **Provider** and the **Order Form**) in relation to the provision of the professional service identified therein (hereinafter the **Service**).

2. Consent and subject

The Provider undertakes towards CY4GATE, which accepts, to perform the Service 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. Provider qualification

The Provider declares to be in possession of the licenses, authorisations, suitable professional qualifications for itself and for the personnel employed, as well as the qualifications required by law and the principles of good technique and the adequate necessary know-how for the performance of the services under this Contract.

The Provider undertakes to perform the Service in a workmanlike manner, with the required professionalism, diligence and expertise.

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CY4GATE, in particular, may require the presentation of the certifications and authorisation titles that from time to time will be necessary for the execution of the Service in compliance with the mandatory legislation and, where applicable, the technical regulations.

The Provider shall ensure continuous supervision and control of its resources throughout the performance of the Service.

5. *Use of third party sub-providers*

For the execution of this Contract, the Provider may not in any way make use of the services of sub-providers without prior written authorisation from CY4GATE.

However, it is understood that the Provider remains, towards CY4GATE, solely responsible for the regular execution and precise fulfillment of all obligations deriving from the Contract.

6. *Access to the HQ of the Provider*

At any time during the execution of the Contract, the Provider shall guarantee to CY4GATE (or its duly authorised representatives) access to its facilities, where the activities covered by the Contract are carried out, in order to verify their correct progress. This access includes the right for CY4GATE to examine all data, information, supplies and documentation produced by the Provider – including accounting and administrative documentation – relevant to the purposes of the Contract.

7. *Method of execution of activities*

The execution of the activities commissioned 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 Service, without prejudice to the provisions of articles 1218 et seq. Civil Code. In the case of professional services provided on a per-measure basis and not on a lump-sum basis, if, in the first sixty (60) days of performance of the Service, the resources provided by the Provider are found to be unsuitable with respect to the activities outlined in the Order Form, at its sole discretion of CY4GATE, the Provider will propose another suitable resource within five (5) calendar days, undertaking to guarantee the continuity of the activities in question. If the Provider is unable to satisfy the requirements within the time allowed to remedy such failure, the Contract will be considered terminated pursuant to art. 1456 Civil Code.

It is understood between the Parties that any modification relating to the performance of the provision shall be agreed in writing.

8. Fee and charges

The fee for the Service is indicated in the Order Form net of tax charges and, where applicable, payments due to professional funds.

CY4GATE may not be held responsible for costs due to overtime not explicitly requested by it and authorised by the Provider.

In any case, CY4GATE will be required to pay the Provider only the payments due for provisions actually performed.

9. Conflicts of interest

The Provider guarantees that it is not – and will not be – in situations which, in the performance of the Service, determine or may determine conflicts of interest with the activities of CY4GATE.

Situations of conflict of interest are considered to be, by way of example and not exhaustively, an employment relation in cases where the consultant also acts as a partner, representative, agent, director or board member of another company that is a competitor, partner or subcontractor of CY4GATE.

If conflicts of interest should arise during the performance of the assigned task, the Provider shall promptly notify CY4GATE, also providing the data and information deemed suitable and appropriate for the management of such conflicts. In this case, CY4GATE has the right to terminate the Contract pursuant to art. 1456 Civil Code.

10. Provision classification

Unless otherwise indicated in the order, the activities and documentation provided by the Provider are "not classified".

11. Access to the HQ of CY4GATE

In application of art. 26, paragraph 8 of Legislative Decree No. 81/2008, the Provider's employees, to access the CY4GATE HQ, shall have an identification card with a photograph,

the worker's personal details and the name of the company: if they do not have one, CY4GATE will not allow them access to the HQ.

The provision covered by this Contract shall be performed at the CY4GATE HQ located in Via Coponia, 8 – 00131 Rome, unless explicitly requested otherwise by CY4GATE.

Only at said HQ, and only for the time necessary, can technical documents, hardware and software equipment and anything else necessary for the performance of the Service be consulted/used. Said goods shall remain under the custody and control of CY4GATE, without prejudice to the fact that the Provider will be liable for conduct attributable to the willful misconduct or negligence of its personnel.

All hardware, software and technical documentation used for the implementation of the subject of the Contract is the property of CY4GATE and, where applicable, assessed by the same as suitable for the purposes of possessing the necessary security qualifications in accordance with the law.

The Provider shall supervise its employees employed at CY4GATE to ensure that no material, documentation/information on any medium is taken, even temporarily, outside the CY4GATE HQ.

The Provider acknowledges that CY4GATE has provided suitable documentation regarding the assessment of risks to worker safety pursuant to Legislative Decree 81/2008, which declares to know and accept everything relating to the execution of this order. At the request of CY4GATE, the Provider also undertakes to provide the necessary collaboration for any fulfillment inherent to the application of the aforementioned decree.

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 Provider 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 Provider.

Failure and/or delay in obtaining the necessary authorisations by the Provider and/or its sub-providers 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. Relations between CY4GATE and the Provider

The Provider assumes the risk of performing the Service, undertaking to organise, carry out and take care of its performance in total autonomy, with its own organisation and means as well as to guarantee the best quality standards, in compliance with the provisions of these General Conditions.

To perform the Service, the Provider will use its own equipment and tools, without prejudice to as provided for in the Order Form.

Unless otherwise explicitly and expressly indicated in the Order Form, the Contract will not give rise to a company, business association, joint venture or other form of association between the parties, which will continue to remain independent and also expressly excludes any subordinate employment relationship, mandate, representation and/or agency.

In performing the provisions covered by the Service, the Provider undertakes to observe all applicable regulations and to hold harmless and indemnify CY4GATE from any damage and/or liability that may arise from the violation by the Provider of such regulations.

14. Penalties for late compliance

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In order to guarantee the continuity of the services and allow the provision thereof according to the established due diligence standards, penalties are contractually provided for.

Failure to comply with the agreed service levels and the terms of execution and delivery of the work plan, without prejudice to any extensions granted and without prejudice to delays due to force majeure and independent of the facts and will of the Provider, will result in the application of penalties equal to 2% (two percent) of the payment associated with the milestone (or price of the delivery item) made (or) with delay, for each calendar week starting from the delivery date provided for in this Contract.

In any case, CY4GATE may apply penalties to the Provider up to a maximum of 10% (ten percent) of the fee for the Service. Reaching this maximum amount will result in the legal termination of the Contract pursuant to art. 1456 Civil Code, except for greater damage.

15. Termination of the Contract due to non-performance

CY4GATE will have the right to terminate the Contract for failure of the Provider to fulfill one of the obligations set out in the Order Form.

Termination of the Contract shall not exempt the Provider from the obligation to compensate for damages due to CY4GATE.

16. Withdrawal

CY4GATE has the right, at any time, to withdraw in whole or in part from this Contract with notice of thirty (30) calendar days, as may be provided for in the Order Form or by its own independent decision, for any other reason other than delay or other failure of the Provider.

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

17. Responsibilities of CY4GATE

CY4GATE is responsible for damages caused to the Provider 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.

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In any case, the Provider undertakes not to raise exceptions aimed at limiting or delaying the performance of the Service.

18. *Warranty*

The Provider guarantees that the provision will be performed with care and professionalism and that it promptly complies with the requirements expressed in the technical specifications contained in the Order Form. The Provider hereby agrees to re-perform any activity that has been carried out in a manner that does not comply with this warranty, provided that this has been communicated to it in writing by CY4GATE within twelve (12) months following acceptance of the individual deliverables, without prejudice to as established by law regarding hidden defects in the provision.

The Provider, within the aforementioned warranty period, undertakes to correct any defect affecting the provision that has been communicated by CY4GATE. Warranty repairs will not be due by the Provider if the same proves that the non-conformity was due to willful misconduct or gross negligence on the part of CY4GATE.

The Provider 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 Service performance 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 provision. This suspension of the warranty shall concern, in addition to the subject of the correction, all other objects of the provision that cannot be used due to the defect found.

19. *Intellectual property*

What is created by the Provider in the execution of the activities envisaged in this order, including the technical documentation, is the exclusive property of CY4GATE and may not be used by the Provider in any capacity. The fee established by the Order Form, therefore, is also to be understood as relating to any intellectual property rights that may have arisen in relation to the performance of the Service.

The Provider also undertakes not to violate the intellectual property rights of CY4GATE and/or third parties and to assume all responsibility deriving from actions and/or claims

of any injured parties, undertaking to indemnify and hold harmless CY4GATE from any damage, cost, loss or expense may arise from such action.

20. 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 Provider 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 Provider 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;

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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 Provider pursuant to this article 20 shall apply for five (5) years from the termination of this Contract, for any reason whatsoever.

21. *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 Provider 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 Provider, who may be appointed as Data Processor pursuant to current

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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 Provider 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.

22. *Organisational model pursuant to Legislative Decree 231/01 and the code of ethics, anti-corruption and market abuse*

The Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider declares and guarantees that, in relation to the Contract, neither the Provider 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 Provider 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 Provider 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 Provider 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 Provider undertakes to respect – and, pursuant to art. 1381 Civil Code, to ensure that any collaborators respect the market abuse regulations.

23. *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.

24. *Applicable law and jurisdiction*

This order 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.

* * * *

Stamp and signature of the Provider, 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 Provider, for specific acceptance by separate signature of the clauses contained in this document in articles <u>5. Use of third party sub-providers</u>, <u>7. Method of execution of activities</u>, <u>8. Fee and charges</u>, <u>9. Conflicts of interest</u>, <u>11. Access to the premises of CY4GATE</u>, <u>13. Relations between CY4GATE and the Provider</u>, <u>14. Penalties for late compliance</u>, <u>16. Withdrawal</u>, <u>17. Responsibilities of CY4GATE</u>, <u>19. Intellectual property</u>, <u>24. Applicable law and jurisdiction</u>, pursuant to art. 1341 Civil Code, which it declares 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