# SIMPLECYB GENERAL TERMS AND CONDITIONS OF SUPPLY

SIMPLECYB

## 1 - Definitions

For the purposes of these General Terms and Conditions of Supply ("General Terms") and the obligations arising therefrom, the following terms have the meanings specified below:

- **"Customer"**: the legal person, association, foundation, public body or, generally, any legal entity identified beneath the signature that uses SimpleCyb Services and Software purchased from SimpleCyb or a Reseller. The Customer must comply with these General Terms regardless of whether it purchased the Services directly from SimpleCyb or through a Reseller.
- **"General Terms"**: these general terms and conditions for the supply of SimpleCyb Services and Software which, together with the EULA, Commercial Proposal and Contractual Documentation, constitute the Agreement.
- **"Agreement"**: the contractual relationship between: (i) SimpleCyb and the Customer concerning the supply of SimpleCyb Services and Software, comprising the Technical and Commercial Proposal, General Terms, EULA and Contractual Documentation; or (ii) the Customer and the Reseller concerning the resale of SimpleCyb Services and Software by the Reseller, comprising the General Terms, EULA and any further documentation agreed between the Customer and Reseller.
- **"Fees"**: the fees charged to the Customer for the supply of SimpleCyb Services and Software, as determined in the Technical and Commercial Proposal.
- **"Contractual Documentation"**: the documentation attached to the Technical and Commercial Proposal, including the EULA.
- **"EULA"**: the end user licence agreement relating to the individual SimpleCyb Software covered by the Service, governing the Customer's use of that software.
- **"On-Premise Installation"**: a deployment method whereby SimpleCyb Software is installed and configured within the Customer's IT infrastructure and is physically located and operational within the Customer's network perimeter.
- **"Technical and Commercial Proposal"**: the proposal document describing the SimpleCyb Services and Software covered by the Agreement.
- **"Order"**: any purchase order issued by the Customer in accordance with its internal policies.
- **"Parties"**: SimpleCyb and the Customer.
- **"SimpleCyb Software"**: software solutions used by SimpleCyb to provide the Services in SaaS (Software as a Service) or on-premise mode, as specified in the Technical and Commercial Proposal. SimpleCyb Software may be managed directly by SimpleCyb to provide the Services or, where provided in the Agreement, installed within the Customer's infrastructure.
- **"Customer Contact"**: the employee, contractor, consultant or, generally, person appointed by the Customer to manage the Agreement.
- **"Reseller"**: the legal entity that, under a specific partnership agreement with SimpleCyb,

resells SimpleCyb Services and Software to Customers, assuming all direct responsibility towards the Customer.

- **"Services"**: all services provided by SimpleCyb and specified in the Technical and Commercial Proposal.
- **"Service Level Agreement (SLA)"**: the document defining any service levels guaranteed by SimpleCyb in delivering SimpleCyb Software in SaaS mode, including availability parameters and technical support response times.
- **"SimpleCyb"**: the company acting as Supplier, namely SimpleCyb S.r.l. (Italian tax code / VAT No. 07382220486), with registered office at via Strasburgo 18/A, Parma.

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## 2 - Scope of Application

These General Terms govern all existing contractual relationships and those to be negotiated between SimpleCyb and the Customer concerning the supply of SimpleCyb Services and Software, including, where applicable, supplies made through resale by a Reseller, unless otherwise agreed in writing. These General Terms, together with the EULA, Technical and Commercial Proposal and Contractual Documentation, constitute an agreement between SimpleCyb and the Customer that supersedes and replaces any previous agreement, understanding or undertaking between the Parties with similar content. These General Terms shall be deemed accepted by the Customer even if they differ from any general or specific purchasing terms of the Customer, which shall accordingly be superseded. Any contrary practices, even if repeated and tolerated for particular transactions, shall not derogate from, limit or exclude the application of the General Terms, nor constitute a waiver by SimpleCyb of any rights granted in its favour herein. These General Terms apply to all future agreements and/or purchase orders concluded between the Parties for SimpleCyb Services and Software, including, where applicable, supplies made through resale by a Reseller, even if not expressly referred to. In the event of conflict between these General Terms and the EULA and/or Contractual Documentation and/or any Customer Order, these General Terms shall prevail.

Any derogation from these General Terms agreed between the Customer and Reseller shall have no effect.

Where SimpleCyb Services and Software are purchased from a Reseller, the following provisions apply:

a) SimpleCyb Services and Software are supplied to the Customer exclusively by the Reseller, not directly by SimpleCyb. The contractual relationship for their supply exists solely between the Customer and Reseller;

b) SimpleCyb assumes no direct obligation or liability towards the Customer. The Customer acknowledges and agrees that any matter relating to SimpleCyb Services and Software, including support requests, complaints, malfunctions or service interruptions, must be addressed exclusively to the Reseller;

c) The Customer acknowledges and agrees that, although SimpleCyb Services and Software are developed and technically delivered by SimpleCyb, SimpleCyb has no direct contractual relationship with the Customer and therefore cannot be held directly liable to the Customer for any direct or indirect damage arising from their use;

d) If the Customer fails to comply with these General Terms, SimpleCyb may, at its discretion, suspend or discontinue SimpleCyb Services and Software upon notice to the Reseller, without incurring any liability towards the Customer;

e) The Customer acknowledges and agrees that these General Terms constitute minimum conditions for use of SimpleCyb Services and Software with which it must comply, without prejudice to any further terms agreed with the Reseller.

These General Terms do not constitute, and shall not in any way be construed as, a direct agreement between SimpleCyb and the Customer or a direct grant by SimpleCyb to the Customer of rights to use SimpleCyb Services and Software, which are granted exclusively by the Reseller under its contractual relationship with the Customer.

## 3 - Formation of the Agreement

Where SimpleCyb Services and Software are purchased from a Reseller, formation of the agreement between the Customer and Reseller is governed exclusively by their arrangements, to which SimpleCyb is not a party. In any event, the Customer's use of SimpleCyb Services and Software automatically constitutes acceptance of these General Terms and the relevant EULA, which constitute the minimum conditions for use of SimpleCyb Services and Software.

It is further understood that the Customer's issuance of a purchase order for SimpleCyb Services and Software automatically constitutes acceptance and application of these General Terms and the relevant EULA.

Where SimpleCyb Services and Software are purchased from SimpleCyb, the following provisions apply to formation of the Agreement.

Pursuant to Article 1326 of the Italian Civil Code, the Technical and Commercial Proposal, together with the General Terms and Contractual Documentation, constitutes SimpleCyb's contractual offer to the Customer. The Technical and Commercial Proposal becomes binding on SimpleCyb once signed by the Customer and returned to SimpleCyb. It is subject to these General Terms and the applicable Contractual Documentation.

The Agreement is concluded upon the Customer's acceptance of SimpleCyb's offer in the manner described in the preceding paragraph. If the offer is not accepted within 30 working days of transmission, or within another period agreed by the Parties, SimpleCyb's offer shall lapse.

After that period, SimpleCyb reserves the right to change the contractual terms set out in the Technical and Commercial Proposal.

Any amendments after conclusion of the Agreement must be agreed by the Parties in writing, as provided in paragraph (6).

Any request for additional Services during the Agreement must be agreed by the Parties in writing through a new Technical and Commercial Proposal supplementing the previous proposal signed by the Parties. Furthermore, if SimpleCyb's reporting tools show that it has provided the Customer with additional Services not included in the Agreement for more than 30 days, the Customer shall pay the applicable rate charged by SimpleCyb and specified in the Technical and Commercial Proposal for the entire period during which those additional Services were provided.

**4 - Payments**

Where SimpleCyb Services and Software are purchased from a Reseller, the financial relationship between the Customer and Reseller, including payments, invoicing, late-payment interest and consequences of non-payment, is governed exclusively by their arrangements, to which SimpleCyb is not a party. The Customer acknowledges and agrees that any dispute concerning payments, invoicing or financial matters must be handled exclusively with the Reseller.

Where SimpleCyb Services and Software are purchased from SimpleCyb, the following payment provisions apply.

The Fees for the supply of SimpleCyb Services and Software and the related payment terms are set out in the Technical and Commercial Proposal or, where supply takes place through resale by a Reseller, in the contractual documentation shared between the Customer and Reseller.

The Fees include all costs incurred by SimpleCyb to supply SimpleCyb Services and Software, excluding any travel expenses, which shall be charged at actual cost against an itemised statement.

The Customer undertakes to pay the Fees within the periods and by the methods specified in the Technical and Commercial Proposal or the contractual documentation shared between the Customer and Reseller.

**[The following section does not apply to purchases of SimpleCyb Services and Software from a Reseller]**

If Fees are not paid punctually when due, without prejudice to SimpleCyb's right to invoke the remedy under Article 1460 of the Italian Civil Code by suspending or discontinuing SimpleCyb Services and Software being provided, the Customer shall owe late-payment interest at the rate established by Article 5 of Legislative Decree No. 231/2002, without prior formal notice.

If payment is more than 30 (thirty) calendar days overdue, SimpleCyb shall be entitled to

terminate the relevant Agreement with immediate effect under Article 1456 of the Italian Civil Code by written notice sent by registered letter with acknowledgement of receipt or certified email (PEC), without prejudice to its right to damages.

Failure to pay Fees when due shall result in forfeiture of the agreed payment periods for SimpleCyb Services and Software, making all sums owed to SimpleCyb by the Customer immediately payable. SimpleCyb may then suspend performance of SimpleCyb Services and Software or immediately terminate the Agreement as of right, without any compensation, reimbursement or damages payable to the Customer.

SimpleCyb's acceptance of partial payment of Fees or tolerance of any Customer breach shall not waive its right to suspend performance or terminate the Agreement for that or any other breach.

**5 - Services Not Included in the Technical and Commercial Proposal**

If, during performance of the Services, activities not included in the Technical and Commercial Proposal or the contractual documentation shared between the Customer and Reseller become necessary, the Parties shall agree to add further Services and/or change the originally agreed scope through a proposal supplementing the Technical and Commercial Proposal.

**6 - Obligations of SimpleCyb and the Customer**

During the supply of SimpleCyb Services and Software, SimpleCyb undertakes:

a) to perform its obligations under the Agreement in a workmanlike manner, to high professional and quality standards, in compliance with the requirements, performance methods, timelines and other provisions of the Agreement;

b) to perform its obligations using its own resources, staff and contractors, managing its activities independently and assuming the related business risk. SimpleCyb personnel assigned to perform the Agreement shall not be subordinate to the Customer and shall act under SimpleCyb's exclusive organisational, technical and disciplinary direction;

c) to fulfil correctly and promptly all contractual and statutory obligations relating to SimpleCyb personnel assigned to perform the Agreement. All obligations concerning social security and welfare contributions and occupational accident insurance for its personnel under applicable laws shall remain exclusively with SimpleCyb. SimpleCyb undertakes to indemnify and hold the Customer harmless against any adverse consequence arising from failure to fulfil these obligations and to compensate the Customer for all damage to property and persons and/or costs and/or charges connected with performance of the Agreement;

d) in the case of On-Premise Installation, to provide remote support for the correct installation, configuration and maintenance of SimpleCyb Software within the Customer's infrastructure;

e) to guarantee the availability and accessibility of SimpleCyb Software in accordance with any service levels (SLA) specified in the Contractual Documentation, regardless of the chosen deployment method;

f) to provide technical support in the manner and during the hours specified in the Contractual Documentation;

g) to provide updates and security patches for SimpleCyb Software in both SaaS and On-Premise modes;

h) to ensure the implementation of appropriate technical and organisational measures to protect Customer data processed by SimpleCyb Software.

The Customer undertakes:

a) to pay the Fees punctually in the manner and within the periods specified in the Technical and Commercial Proposal and/or the contractual documentation in force with the Reseller;

b) to cooperate with SimpleCyb by providing all information and data reasonably necessary to supply SimpleCyb Services and Software;

c) to provide any information enabling SimpleCyb to progress its activities and meet the agreed timelines;

d) to communicate the information requested by SimpleCyb to supply SimpleCyb Services and Software, while ensuring its accuracy;

e) to provide any technical and procedural information enabling SimpleCyb to progress its activities and meet the agreed timelines;

f) to ensure its personnel cooperate in all tasks requiring their involvement;

g) where the nature of the Services requires it, to grant SimpleCyb VPN access to its information systems;

h) where provided in the relevant Contractual Documentation or requested by SimpleCyb, to uninstall any existing agents, antivirus and/or antispam software from the information systems on which SimpleCyb Software will be installed;

i) in the case of On-Premise Installation, to ensure its IT infrastructure meets the minimum technical requirements specified in the Contractual Documentation and to provide the IT resources required for installation and correct operation of SimpleCyb Software;

j) to coordinate maintenance windows with SimpleCyb for updates to SimpleCyb Software installed On-Premise;

k) in the case of on-premise deployment, to grant SimpleCyb or its authorised personnel the IT infrastructure access required to install, configure, maintain and update SimpleCyb Software.

**7 - Intellectual and/or Industrial Property Rights**

These General Terms do not transfer any intellectual and/or industrial property rights. The Customer shall use the subject matter of SimpleCyb Services and Software in compliance with the intellectual and/or industrial property rights of SimpleCyb and third parties.

The Customer assumes all responsibility in this respect and hereby undertakes to indemnify and hold SimpleCyb harmless against any adverse consequence.

If the Customer infringes SimpleCyb's and/or third parties' industrial or intellectual property rights, SimpleCyb reserves the right to terminate the Agreement under Article 1456 of the Italian Civil Code, without prejudice to its right to damages.

The Customer grants SimpleCyb the right to use experience and know-how acquired while performing the Services to improve its services and products, provided this does not involve disclosure of the Customer's confidential information.

**8 - Liability**

In supplying SimpleCyb Services and Software, SimpleCyb assumes only an obligation of means, not an obligation to achieve a particular result.

SimpleCyb shall not be liable for errors, delays, failure to perform the Services and/or interruptions in the provision of SimpleCyb Services and Software caused by: (a) force majeure (as governed by Article 10); (b) tampering with or intervention on SimpleCyb Services and/or Software by the Customer or unauthorised third parties; (c) malfunctions of terminals used by the Customer; or (d) total or partial interruption of Internet access caused by telecommunications operators.

Likewise, SimpleCyb shall not be liable for delays or malfunctions in performing the

Services and/or interruptions in the provision of SimpleCyb Services and/or Software resulting from the Customer's non-compliance with applicable laws or regulations.

In any event, subject to mandatory statutory obligations, if SimpleCyb is held liable for total or partial failure to fulfil its obligations under the Agreement, total compensation payable to the Customer shall not exceed 100% of the annual Fees under the relevant Agreement. The amount payable by SimpleCyb under this Article shall never exceed the all-inclusive maximum determined under this Article, even where the Customer submits multiple claims during the Agreement. That maximum, as quantified at that date, shall remain unchanged for the remainder of the Term and shall not be updated or adjusted in any way. SimpleCyb shall not be liable for indirect damage of any kind, including consequential economic loss, lost profits or savings, or damage to image and/or reputation.

SimpleCyb shall not be liable for any adverse consequences suffered by the Customer due to anomalies, functional deficiencies or malfunctions arising from release upgrades or bugs in software legally available to the Customer, or from failures, malfunctions or breakages of hardware components legally available to the Customer, where not attributable to SimpleCyb's acts or omissions.

The Customer acknowledges that the Services are based on monitoring events originating from the Customer's systems and detected by the relevant SimpleCyb Software, regardless of its deployment method (SaaS or On-Premise). Accordingly:

- The SimpleDefence EULA applies to the supply of software relating to the Service named "SimpleDefence";
- The SimpleFilter EULA applies to the supply of software relating to the Service named "SimpleFilter";
- The SimpleCheck EULA applies to the supply of software relating to the Service named "SimpleCheck".

The Customer acknowledges and agrees that, by installing, accessing and/or using SimpleCyb Software, it declares that it has understood, fully accepts and is bound by the relevant applicable EULA.

The Customer acknowledges that the Software operates on the basis of known indicators and patterns and that no system can guarantee detection of all possible threats or events, or the absence of false positives. The Customer therefore acknowledges, understands and agrees that: (i) SimpleCyb does not warrant or guarantee that the Software will find, locate or discover all threats, vulnerabilities, malware, harmful software and/or events affecting the Customer's information systems covered by the relevant Service, nor that the Software will not generate false positives; (ii) SimpleCyb shall not be liable on any grounds for loss of confidentiality, availability or integrity of the Customer's backed-up data, unless it is the immediate and direct consequence of SimpleCyb's intentional misconduct or gross negligence; (iii) SimpleCyb shall not be liable for any harm, damage, cost, charge or expense suffered by the Customer arising from SimpleCyb Software's failure to detect the events under points (i) and (ii) above and/or the Software's generation of false positives.

In relation to the Services named "SimpleDefence" and "SimpleFilter", the Customer acknowledges and agrees that SimpleCyb shall not be liable for:

i) false positives occurring despite correct implementation of detection procedures;
ii) failure to detect threats using attack techniques that are unknown or undetectable using state-of-the-art methods;
iii) alerts generated by legitimate Customer activities not previously communicated to SimpleCyb.

In relation to the Service named "SimpleCheck", the Customer undertakes to implement appropriate backup policies and procedures and technical, organisational and security measures to safeguard the confidentiality, availability and integrity of its backed-up data. If the Customer suffers a loss of confidentiality, availability or integrity of its backed-up data, SimpleCyb

does not guarantee full or partial recovery of such data.

In the case of On-Premise deployment, SimpleCyb shall not be liable for malfunctions, performance degradation or service interruptions caused by: (i) unauthorised changes to the configuration of SimpleCyb Software; (ii) incompatibility with other software or hardware components in the Customer's infrastructure; (iii) inadequate IT resources allocated to SimpleCyb Software; or (iv) failure or delay in implementing updates provided by SimpleCyb. The Customer further acknowledges that the performance of SimpleCyb Software in On-Premise mode may differ from SaaS deployment due to the specific characteristics of its IT infrastructure.

## 9 - Force Majeure

Force majeure means any unforeseeable or unavoidable event beyond the Parties' control, not caused by acts or omissions attributable to them, whose nature and extent prevent performance of contractual obligations. For these General Terms, force majeure includes: (a) global-scale cyberattacks compromising critical infrastructure or essential services nationally or internationally; (b) high-impact zero-day vulnerabilities affecting critical security infrastructure components; (c) national or international Internet connectivity outages or severe degradation; (d) widespread power outages affecting primary and backup data centres; (e) pandemics, epidemics or health emergencies preventing access to operational facilities; (f) natural disasters affecting infrastructure critical to delivery of the Services; and (g) acts of terrorism, war, embargoes or governmental restrictions preventing delivery of the Services. Force majeure does not include: (a) strikes or labour disputes; or (b) system or infrastructure malfunctions or unavailability that could have been prevented by ordinary redundancy and resilience measures.

Supervening impossibility due to force majeure shall have legal effect only if the affected Party immediately notifies the other of its occurrence by certified email, to be received no later than 48 (forty-eight) hours after the events occur.

If such events occur, SimpleCyb may withdraw from the relevant Agreement by registered letter with acknowledgement of receipt or certified email, effective 7 (seven) days after receipt. The other Party may not claim damages or compensation for such withdrawal on any grounds, including by way of derogation from Article 1671 of the Italian Civil Code, without prejudice to amounts due for SimpleCyb Services and Software actually supplied up to the effective withdrawal date.

## 10 - Assignment of the Agreement

Where SimpleCyb Services and Software are purchased from a Reseller, any restrictions on assignment are governed exclusively by the arrangements between the Customer and Reseller. In any event, rights to use SimpleCyb Services and Software may not be assigned without the Reseller's prior written consent.

Where SimpleCyb Services and Software are purchased from SimpleCyb, the following provisions apply to assignment.

Assignment of the Agreement with SimpleCyb in any form is prohibited; any contrary act is void as a matter of law. The Customer may not assign or transfer obligations undertaken by SimpleCyb in its favour without SimpleCyb's prior written authorisation.

In the event of non-compliance, SimpleCyb has valid grounds to oppose the assignment communicated or notified and refuse to perform its remaining obligations.

Notwithstanding the foregoing, SimpleCyb may assign the Agreement without the Customer's prior consent to subsidiaries, parent companies or associated companies under Article 2359 of the Italian Civil Code, provided the assignee undertakes to comply with all terms of the Agreement. SimpleCyb shall notify the Customer of any assignment in writing.

## 11 - Grounds for Withdrawal

Where SimpleCyb Services and Software are purchased from a Reseller, the grounds and conditions for withdrawal are governed exclusively by the arrangements between the Customer and Reseller. The Customer acknowledges and agrees that any withdrawal request must be addressed exclusively to the Reseller.

Where SimpleCyb Services and Software are purchased from SimpleCyb, the following provisions apply to grounds for withdrawal.

Each Party reserves the right to withdraw from the Agreement at its sole discretion, without damages or compensation being claimable from the withdrawing Party, if any of the following occurs:

a) either Party lacks, or loses the validity of, even one of the licences, authorisations or permits required by applicable laws for the proper and lawful performance of activities under this Agreement;

b) any change in a Party's ownership structure resulting in a change in its current corporate control;

c) a Party enters liquidation and/or ceases its business activities, or becomes subject to individual enforcement proceedings, bankruptcy, composition with creditors, extraordinary administration or a debt restructuring agreement under Article 182 of the Italian Bankruptcy Law.

Either Party may exercise the right of withdrawal under points (a) and (b) above with immediate effect by notifying the other Party by registered letter with acknowledgement of receipt or certified email. On the effective withdrawal date, the Customer shall pay SimpleCyb all amounts accrued up to that date.

All other rights of withdrawal are excluded.

## 12 - Termination for Breach

SimpleCyb reserves the right to terminate the Agreement as of right under Article 1456 of the Italian Civil Code by registered letter with acknowledgement of receipt or certified email if the Customer fails to fulfil even one of the following obligations:

a) failure or delay in paying the Fees within the agreed period under Article 5 concerning payments;
b) breach of Article 8 concerning proprietary rights;
c) breach of Article 12 concerning assignment;
d) breach of Article 15 concerning confidentiality.

Without prejudice to the foregoing, in the event of a serious and proven breach of even one obligation under the Agreement, the non-breaching Party may serve a formal notice to perform under Article 1454 of the Italian Civil Code. If performance does not occur within 15 days of notification, the Agreement shall be deemed terminated, without prejudice to damages and any other or broader remedy available by law to the non-breaching Party.

If the Agreement is terminated due to the Customer's fault, SimpleCyb shall suspend SimpleCyb Services and Software, retain sums already paid as a contractual penalty, and be entitled to receive amounts already invoiced but not yet paid and amounts still to be invoiced, without prejudice to SimpleCyb's right to damages.

Where the Customer purchased SimpleCyb Services and Software from a Reseller, although SimpleCyb has no direct contractual relationship with the Customer, SimpleCyb reserves the right to require the Reseller to suspend or discontinue supply immediately in the cases under points (b), (c) and (d) of this Article 12, without incurring any liability towards the Customer.

## 13 - Processing of Personal Data

With regard to personal data processed under the Agreement, each Party undertakes to process personal data received from the other solely for purposes strictly connected with and instrumental to performance of obligations under Orders and/or Agreements, in accordance with its corporate privacy notices and other applicable provisions of Regulation (EU) 2016/679 ("GDPR"), particularly the security measures under Article 32 thereof.

Each Party undertakes, within its area of responsibility, to update and supplement its personal data protection procedures in line with regulatory developments and to liaise with the other regarding any changes introduced. Any emergencies or irregularities arising at any stage of personal data processing connected with the Agreement shall be promptly communicated between the Parties.

If, in providing Services under the Agreement, SimpleCyb processes personal data on behalf of the Customer for which the Customer is the "Controller" under Article 4 GDPR, SimpleCyb shall act as Processor under Article 28 GDPR and comply with the Customer's instructions in the instrument appointing it as personal data processor.

## 14 - Confidentiality

For the purposes of this Article, "Confidential Information" means data, technical, commercial and/or financial information, samples, drawings, design specifications, material specifications, calculation notes, operating manuals and, generally, documentation concerning products, technologies, software, know-how, trade secrets, activities, processes, industrial developments and similar confidential matters owned by a Party and transmitted by one Party to the other to perform the Agreement. The receiving Party must keep such Confidential Information confidential, taking every necessary precaution. Confidential Information may not be disclosed to third parties in any manner and may be used solely to perform the Agreement. For this Article, a third party means any person other than a Party or its subsidiaries or parent companies under Article 2359 of the Italian Civil Code. Each Party warrants and assures the other that this confidentiality obligation was also observed during negotiations. The Agreement constitutes Confidential Information.

The confidentiality obligations under this Article 15 do not apply to Confidential Information that: (i) was lawfully known to the receiving Party before disclosure; (ii) is or becomes public through no fault of the receiving Party; (iii) is available to the receiving Party because it was received from third parties not bound by confidentiality obligations; (iv) was independently developed by the receiving Party without using Confidential Information; or (v) must be disclosed by the receiving Party under law and/or a lawful order of an authority. In the latter case, before disclosure, the receiving Party must promptly inform the disclosing Party of the required disclosure and its reasons, and must take every possible precaution to preserve the confidentiality of any other Confidential Information beyond that required to be disclosed by law and/or a lawful order of an authority.

## 15 - Customer Contact

The Customer undertakes to designate in writing a Customer Contact appointed to represent the Customer as SimpleCyb's point of contact for the Services.

If no designation is made, the Customer Contact shall be deemed to be the Customer's legal representative or IT manager, or otherwise the person belonging in any capacity to the Customer's organisation (whether employee, contractor or consultant) who has liaised with

SimpleCyb to manage the Agreement from its outset.

All communications sent by SimpleCyb to the Customer Contact's details specified in the Technical and Commercial Proposal shall be deemed received by the Customer.

The Customer undertakes to communicate promptly any change in the Customer Contact or their contact details.

The Customer hereby waives any challenge to the validity or effectiveness of authorisations, consents and/or acceptances expressed in writing by the Customer Contact towards SimpleCyb and hereby ratifies and validates the Customer Contact's actions.

The Customer also waives any challenge to the validity or effectiveness of any signature by the Customer Contact on documentation relating to the Services exchanged between the Parties during performance of the relevant Agreement.

**16 - Non-Solicitation Clause**

During the Agreement and for 12 months after its termination for any reason, the Customer undertakes not to hire or offer to hire any SimpleCyb employee or consultant involved in activities covered by the Agreement, even if the offer originates from the SimpleCyb employee or consultant to the Customer. If the Customer, directly or indirectly through third parties or associated companies, breaches these obligations by hiring, offering to hire, or offering an occasional or ongoing consultancy or working relationship to a SimpleCyb employee, the Customer shall pay the injured company a contractual penalty equal to twice the total gross annual cost (RAL) incurred in the current tax period, without prejudice to compensation for any greater damage (including recruitment, hiring and training costs for new personnel, and damage from interruptions to projects involving the employee).

**17 - Legislative Decree No. 81/2008**

The Customer represents and warrants that the facilities it makes available comply, and will continue to comply throughout the Agreement, with Legislative Decree No. 81 of 9 April 2008, as amended, and all workplace health and safety laws and regulations.

Pursuant to Article 26(3-bis) of Legislative Decree No. 81/2008, without prejudice to the obligations under Article 26(1) and (2), the Parties acknowledge that the Services are "intellectual in nature" and therefore entail no specific safety costs. The Parties further declare that the Services do not involve risks arising from carcinogens, biological agents, explosive atmospheres or the particular risks listed in Annex XI to Legislative Decree No. 81/2008. Accordingly, no single document assessing interference risks and specifying measures to eliminate possible interference (DUVRI) is prepared.

**18 - Governing Law and Jurisdiction**

The contractual relationships agreed with the Customer are governed by Italian law, regardless of where the agreed services or supplies are to be performed and regardless of the Customer's nationality.

Any dispute concerning the performance, validity, interpretation or enforceability of contractual relationships agreed with the Customer falls within the exclusive jurisdiction of the courts of Florence, which shall not be derogated from even on grounds of related proceedings.

**19 - General Provisions**

Any amendment to the General Terms shall be valid and effective only if made in writing and signed by or on behalf of an authorised representative of both Parties.

Any contractual communication may be sent by email or registered letter

to the respective Parties' legal offices and shall be deemed validly made upon receipt of confirmation sent by a human operator or signature of the relevant acknowledgement of receipt, as applicable.

If either Party does not require the application of, or exercise, any clause or right under these General Terms at any time or for any period, this shall not constitute a waiver of that clause or right, nor affect that Party's ability to invoke or exercise it subsequently.

The Parties' failure at any time to invoke applicable legal provisions shall not constitute a waiver of any of their respective rights.

SimpleCyb reserves the right to assign or transfer all or part of its obligations or rights to a qualified third party or its associated companies.

If any provision of these General Terms is invalid or ineffective, its content shall be limited, removed or reformulated only to the extent strictly necessary to preserve the full validity and effectiveness of the General Terms in all other respects.

These General Terms are entered into solely for the benefit of the contracting Parties and may be enforced only by them, to the exclusion of any third party.