

Spett. INTESA S.p.A.
Strada Pianezza, 289
10151 Torino
c.a. Uff. Procurement

We accept your Purchase Order Nwith all the specific conditions and all terms and conditions of the Solutions Engagement Agreement available at <http://www.intesa.it/fornitori/fornitori.htm>

| |
|--------------------------------|
| ACCEPTED AND AGREED TO: |
| <Insert Supplier Name> |
| By: |
| Supplier Signature |
| |
| Printed Name |

Burdensome Clauses

According to artt.1341 and 1342 Civil Code and for their purposes, Supplier hereby explicitly approves the following sections

A) of the General Terms and Conditions of Intesa Spa (“Base Agreement”):

2.0 Statement of Work; 3.0 Pricing; 4.0 Taxes; 5.0 Payments & Acceptance; 5.1 Outsourcing License; 5.2 Tracing of Financial Flows; 7.1 Ongoing Warranties; 7.2 Standard Warranties; 7.3 Warranty Redemption; 7.4 Supplier Individual Requirements; 7.5 Data Privacy; 8.0 Delivery; 9.0 Intellectual Property; 9.1 Works Made for Hire; 9.3 Preexisting Materials; 9.4 Tools; 9.5 Invention Rights; 9.6 Joint Invention Rights; 9.7 Patents; 9.8 Perfection of Invention Rights; 9.9 Perfection of Copyrights; 9.10 Program Products; 10.1 General Indemnification; 10.2 Intellectual Property Indemnification; 11.0 Limitation of Liability between Buyer and Supplier; 12.0 Supplier and Supplier Personnel; 12.1 Prohibition of subcontracting – Personnel; 12.2 General Business Activity Restrictions; 12.3 Buyer’s Safety and Security Guidelines; 12.4 Asset Control; 12.5 Supervision of Supplier’s Personnel; 12.6.1 Criminal Background Checks; 12.6.2 Criminal Background Checks; 13.0 Insurance; 14.1 Termination of this Agreement; 14.2 Termination of a SOW or WA; 15.2 Assignment; 15.3 Choice of Law; Waiver of Jury Trial; Limitation of Action; 15.5 Counterparts; 15.6 Ethical Dealings; 15.7 Exchange of Information; 15.12.1 Record Keeping and Audit Rights; 15.12.2 Record Keeping and Audit Rights; 15.14 Survival; 15.16 Supplier’s Subcontractor Obligations; 16.2 Escrowed Materials; 16.3 Release Events and Rights in Released Escrowed Materials; 16.5 Application of Health and Safety Laws.

B) of the Purchase Order:

Agreement documents; Terms of payment and acceptance; Termination; Risk of loss; delivery; Warranties; Ownership of products; Indemnification; Limitation of liability; Assignment; Exchange of information; Right to audit; Applicable laws and Choice of Forum; Waiver of Jury Trial: Limitation of Action.

| |
|--------------------------------|
| ACCEPTED AND AGREED TO: |
| <Insert Supplier Name> |
| By: |
| Supplier Signature |
| |
| Printed Name |
| Title & Organization |
| |
| Date |