

## **Intesa General Terms and Conditions (July 2026 edition)**

These General Terms and Conditions (“GTC”), together with the relevant Order Documents, constitute the entire agreement between the Parties with respect to each transaction carried out under these GTC (collectively, the “Agreement”), pursuant to which the Client may order Intesa services (the “Services” or individually a “Service”) and third-party products and services (“Non-Intesa Products”).

The order documents (“Order Document(s)”) include the Client’s order document submitted to Intesa (Order Form) and/or Intesa’s offer document issued to the Client (Proposal) and the relevant technical, commercial, data protection and any other applicable annexes (collectively, the “Annexes”).

The Annexes provide additional terms applicable to the Services, solely with respect to the matters expressly regulated therein.

In the event of any conflict or inconsistency between the provisions of the contractual documents forming the Agreement, the following order of precedence shall apply:

- a) the Order Document (Order Form or accepted Proposal);
- b) the Annexes;
- c) these General Terms and Conditions.

In the event of any conflict between provisions contained in the Order Documents, the Order Form or the Proposal shall prevail over the Annexes, unless otherwise expressly agreed in writing.

If, for internal administrative purposes, the Client issues a purchase order or equivalent document, such document shall have administrative purposes only and shall not amend or supplement the Agreement unless expressly accepted in writing by Intesa.

Any terms and conditions unilaterally prepared by the Client, including those contained in purchase orders, specifications, requests for proposal or similar documents, which are additional to or inconsistent with the Agreement, shall not apply nor have any effect unless expressly accepted in writing by Intesa.

### **1. Services**

The Services consist of the performance of an assignment, the provision of assistance, or enabling access to resources made available by Intesa to the Client, as specified in an Order Document.

### **1.1 Ownership and License of Materials and Services**

In the context of the provision of the Services, Intesa may provide the Client with materials, software, documentation or other pre-existing works (the “Pre-Existing Materials”). Pre-Existing Materials are works not specifically developed for the Client, already protected under applicable copyright laws, including any modifications or updates made during the provision of the Services. Pre-Existing Materials may be subject to specific licensing terms; in such case, their use shall be governed by the relevant license terms. Software programs constitute, by way of example, Pre-Existing Materials provided under license. Unless otherwise agreed in the Order Document, Intesa shall retain ownership of all intellectual property rights relating to the works developed in the context of the Services.

Intesa may grant the Client a non-exclusive, non-transferable license, limited in duration and scope to the purposes of the Services.

### **1.2 Use of the Services**

- a. The Client shall comply with and perform, at no cost to Intesa, its obligations in order to support Intesa in the provision of the Services.
- b. Users authorized by the Client may access the Services only to the extent permitted by the authorizations acquired by the Client. The Client shall be responsible for the use of the Services by any user, other than Intesa’s employees or suppliers, who accesses the Services through the Client’s account.
- c. The use of the Services by the Client shall be subject, by acceptance, to the following terms of use:  
the Services may not be used for prohibited activities or for the dissemination of obscene, offensive, unlawful or fraudulent content. Examples of prohibited activities include facilitating or causing harm, interfering with or violating the integrity or security of a network or system, circumventing its filters, sending unsolicited, unlawful or misleading communications, or introducing viruses, malicious code or content that infringes third-party rights;
- d. the Client shall not:
  - i) except where such right cannot be contractually excluded under applicable law, perform reverse engineering of any component of the Services;
  - ii) assign or resell direct access to the Services to any third party outside the Client’s corporate group; or
  - iii) combine the Services with the Client’s value-added services to create a Client-branded solution to be resold to its end customers for a fee, unless expressly authorized in writing by Intesa;
- e. the Client acknowledges that Intesa provides trust services in compliance with EU Regulation No. 910/2014 (eIDAS), as well as applicable national laws, as amended from time to time. Accordingly, where the Client purchases trust services, it shall use them in compliance with the standards and guidelines set by national

and supranational laws or authorities, or by the relevant trust service operational manuals.

## 2. Changes to Standard Services

- a. Intesa, upon prior notice to the Client, may modify the Services, including the corresponding descriptions, for the purpose of: i) making additional features and functionalities available; ii) improving and clarifying existing commitments; or iii) maintaining alignment with the operational and security standards currently adopted and/or applicable laws.

Such modifications shall not have the purpose of degrading the security or functionality of the Services.

Such Modifications shall be effective as of the effective date specified in the notice to the Client.

- b. Any modifications other than those described above shall take effect only: i) upon placement of a new order; or ii) on the renewal date of the contractual term for Services that are subject to automatic renewal.

## 3. Termination

### 3.1 Termination for breach

Either Party may terminate the relevant Order Document by issuing a formal notice to cure in case of breach, granting at least fifteen (15) days to remedy. Upon expiration of such period without remedy, the contract shall be deemed terminated.

### 3.2 Client termination and fees

Unless otherwise provided in the Order Documentation and subject to Section 3.3 below, the Client:

- a) undertakes not to exercise its termination right before twenty-four (24) months have elapsed from the date of execution of the relevant Order Document;
- b) upon expiry of such period, may terminate at any time by providing at least thirty (30) days' prior written notice;
- c) in any case of termination without cause, as well as in the event of termination for breach by the Client, the Client shall be required to:
- i) pay an amount equal to ten percent (10%) of the remaining unbilled recurring fees;
- ii) reimburse duly documented costs not already recovered, directly related to the early termination of the Services, including costs incurred vis-à-vis suppliers or for the reallocation of resources; such amounts shall not exceed the fees agreed for the Services and Intesa shall use reasonable efforts to mitigate such costs.

### **3.3 Termination for cause**

The Client may terminate the affected Service, providing at least 30 (thirty) days' written notice, exclusively in the following cases:

- a) a binding measure by a public authority or a mandatory change in legislation that renders the continuation of the Service unlawful, for reasons not attributable to the Client or Intesa;
- b) changes to the Services that directly and unavoidably result in a violation of the legislation applicable to the Client's use of the Service;
- c) changes made by Intesa that result in a substantial reduction in the essential functionality of the Service, not eliminated by Intesa within 90 (ninety) days of the relevant notice;
- d) definitive withdrawal of the Service from the market by Intesa. In such cases, the Client will be entitled only to a refund of any portion of the fee already paid and not used, excluding any further compensation or damages.

### **3.4 Effects of termination**

Upon termination, for any reason, of the Order Document or the Services:

- a) the Client shall be required to pay Intesa all amounts due and not yet invoiced as at the effective date of termination, subject to the provisions of Article 3.3 and to cases of termination for breach caused by Intesa;
- b) the Client's rights to use the Services shall cease immediately, unless otherwise provided for in this Agreement;
- c) Intesa shall not be obliged to refund any amounts already paid, subject to the express provisions of Article 3.3;
- d) each Party shall, at the request of the other Party and in accordance with applicable legislation, return or delete any confidential information received;
- e) at the Client's request, Intesa may provide transition support services, subject to a separate agreement and fee;
- f) provisions which, by their nature, are intended to survive termination shall remain in force even after termination, including, by way of example, those relating to fees, liability, limitations of liability, confidentiality and intellectual property.

## **4. Content and Protection of Personal Data**



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- a. Content consists of all data, software and information that the Client and its authorised users provide, authorise access to or input into the Services ("Content"). The provision of, access to, or use of Content under the Services does not affect the Client's ownership or licence rights in such Content. Intesa and its suppliers shall access and use the Content solely for the purpose of providing and operating the applicable Services. Intesa will treat all Content as confidential, disclosing it for use only by employees, suppliers and solely for purposes related to the provision of the Services.
- b. Client is responsible for obtaining all necessary permissions and rights and for enabling and granting them to Intesa and its suppliers so that they may use, provide, store and process Content, or access and use Client's systems and other processing environments, in connection with the Services. The Client shall disclose the necessary information and obtain the legally required consent before the Client provides Intesa or authorises Intesa to access Content that contains information about individuals, including personal or other regulated data in such Content. The Client is responsible for performing a proper backup of the Content, unless the Order Document for a Service specifies that such operation is to be performed by Intesa. Client shall not provide or permit access to Content that may be subject to public regulation or may require additional security measures beyond those specified by Intesa for the Services, unless explicitly permitted in the terms of the relevant Order Document or unless Intesa has previously agreed in writing to implement the additional security measures.
- c. Intesa's Data Security and Privacy Principles, or DSPs, applicable to standard Services are set out in the Order Document. At its sole discretion, Intesa may from time to time modify the DSP, and such modifications shall become effective upon publication or as of the effective date specified therein.
- d. The purpose of any amendments will be to improve and clarify existing commitments and to maintain alignment with currently adopted operational and safety standards or applicable laws. The purpose will not be to degrade security or functionality.
- e. In addition to the DSPs, any Service-specific security features and functions shall be described in the Order Document. The Client is responsible for selecting, enabling or using the appropriate data protection features available to support its use of the Services. Client is responsible for evaluating the suitability of the Services for Client's use of the Content or use of the Content with the Services provided by Intesa. Client acknowledges that Client's use of the Services complies with Client's requirements and instructions for relevant processing required for compliance with applicable laws.
- f. Intesa's Data Processing Addendum (DPA) and DPA Appendices apply to personal data in the Content if, and to the extent that, the European General Data Protection Regulation, (EU/2016/679) (GDPR) applies.

- g. If Intesa stores Content on its own resources, upon expiration or cancellation of the Services or at an earlier time, upon Client's request, Intesa will return or remove the Content from its resources. Intesa may charge additional fees for certain activities performed at the Client's request (such as, for example, delivery of the Content in a specific format). Intesa does not archive the Content, however some of the Content may be retained in backup files until their expiry date, as regulated by Intesa's backup retention practices.

## 5. Warranties and Disclaimer

- a. Intesa warrants that it will provide the Services using reasonable care and skill and in accordance with the terms of the applicable Order Document, including any completion criteria, and that the Project Materials will conform to the terms of the Order Document at the time of delivery. The warranty for a Service terminates upon termination thereof.
- b. Intesa does not guarantee the uninterrupted or error-free operation of the Services or that it will correct all defects. Although Intesa endeavours to provide security measures to ensure the protection of all data, Intesa does not warrant the absence of interruptions caused by third parties or unauthorised third party access to the Services. These warranties are the only warranties given by Intesa and are in lieu of all other statutory warranties, or other warranties or conditions, express or implied, including but not limited to, warranties or conditions of satisfactory quality, merchantability, and fitness for a particular purpose, except as required by mandatory law. Intesa's warranties shall not apply to the extent of misuse, modifications, damage not caused by Intesa, or failure to follow written instructions provided by Intesa. Non-Intesa Products are sold on the basis of the Order Document in the state in which they are found, without any kind of guarantee. Third parties may provide the Client with their own warranties for Non-Intesa Products.
- c. Intesa provides Services that are regulated by public regulatory authorities ("Regulatory Authorities"). If any Regulatory Authority imposes regulatory requirements or obligations on any of the Services, Intesa may at its sole discretion change such Services.

## 6. Fees, Taxes, Payments

- a. The Client shall be obliged to pay:
  - i) the fees due for the Services and any Non-Intesa Products;



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- ii) any amounts due in the event of usage exceeding the contractually agreed limits;
- iii) any default interest, where applicable.
- b. The fees are exclusive of any taxes (save for VAT, which shall be indicated directly in the relevant invoice), duties, levies or other applicable charges, which shall be invoiced separately where due.
- c. The fees shall not be subject to variation during the first 12 (twelve) months of the Term. Thereafter, upon issuance of the relevant invoices, an automatic annual adjustment shall apply, corresponding to the variation in the ISTAT FOI consumer price index calculated at national level.
- d. With specific reference to the portion of the fees attributable to energy costs, as from the expiry of the first year of the Agreement, an automatic annual adjustment shall apply, corresponding to the value of the index published by GME (Gestore dei Mercati Energetici), as set out in the relevant summary tables.
- e. Should 12 months have elapsed from the Effective Date, and should Intesa incur cost variations resulting from changes in the relationships with third-party suppliers relating to the Services, software, or hardware used for the provision of the Services, Intesa shall have the right to adjust the fees to the extent strictly corresponding to the variation in the costs incurred. Intesa shall notify the Client thereof with reasonable notice, and the adjustment shall be applied on a prospective basis starting from the relevant effective date. Upon the Client's request, the Parties may evaluate in good faith any reasonable alternative solutions, it being understood that, in the absence of an agreement, the adjustment shall nonetheless apply.
- f. Unless otherwise specified, all amounts shall be due upon receipt of the relevant invoice and payable within 30 (thirty) days from the invoice date to the bank account indicated by Intesa. In the event of non-payment of two consecutive invoices, upon expiry of 15 (fifteen) days from the due date of the second invoice, the Client shall be deemed to be in default without the need for any further notice. From such time, default interest shall accrue in favour of Intesa in accordance with Legislative Decree no. 231 of 9 October 2002.
- g. Prepaid Services shall be used within the applicable validity period and, unless otherwise expressly provided in this Agreement, shall be non-refundable.
- h. The Client shall:
  - i) pay directly to the competent authorities any withholding taxes, where required by applicable law;
  - ii) provide Intesa with appropriate documentation evidencing such payment;
  - iii) pay Intesa the amounts due net of any applicable withholding taxes;
  - iv) cooperate with Intesa in order to obtain any applicable exemptions or reductions.

- i. Where the Client imports, exports, transfers, accesses or uses the Services across borders, the Client shall be solely responsible for the payment of any applicable customs duties, taxes or similar charges, excluding any taxes levied on Intesa's net income.
- j. Intesa shall invoice:
  - i) the recurring fees at the beginning of the billing period specified in the Order Document, which shall be automatically invoiced by Intesa without the need for issuance or renewal of purchase orders by the Client;
  - ii) any fees relating to excess consumption and usage in arrears;
  - iii) any one-off charges upon acceptance of the relevant order.
- k. It is expressly agreed that any amendments to one-off charges shall not apply to orders already accepted by Intesa.
- l. Pursuant to Article 1246 of the Italian Civil Code, the Client hereby irrevocably waives any right of set-off.

## 7. Liability and Indemnities

- a. Intesa's total liability for all claims arising out of or in connection with the Agreement shall be limited to the Client's proven direct damages only, up to a maximum amount equal to:
  - i) where recurring fees apply, the amount of such recurring fees paid by the Client for the Services giving rise to the claim in the twelve (12) months preceding the event giving rise to the damage; or
  - ii) where no recurring fees apply, the total amount paid by the Client for the Services giving rise to the claim.
- b. Damages which cannot be limited under applicable law shall not be subject to the above limitations.
- c. Without prejudice to the limitations set out in paragraph (a), if a third party brings a claim against the Client alleging that a Service provided under the Agreement infringes its patents or copyrights, Intesa shall, at its own expense, defend the Client and pay all costs and damages finally awarded by a court of competent jurisdiction or agreed by Intesa in settlement.

In order to benefit from such defence and indemnification, the Client shall promptly:

  - i) notify Intesa in writing of the claim;
  - ii) provide all information reasonably requested by Intesa; and iii) grant Intesa the authority to control the defence and any related settlement negotiations, including mitigation efforts.

- d. Intesa shall have no liability for claims relating to Non-Intesa Products, elements not provided by Intesa, or for any violation of law or third-party rights caused by the Content or by materials, designs or specifications provided by the Client.

## 8. Applicable Laws, Jurisdiction and Geographical Scope

- a. Both Parties agree that Italian law shall apply, regardless of conflict of law principles.  
Each Party's rights and obligations shall be valid only in the country where the transaction is performed, or, if accepted by Intesa, in the country where the Service is used, it being understood that all licenses shall be valid as specifically agreed.
- b. Each Party shall also be responsible for complying with:
  - i) all laws and regulations applicable to its business activities and its Content; and
  - ii) all applicable import and export laws and regulations, including sanctions laws, which may prohibit or restrict the import, export, re-export or transfer of products, technologies, services or data, directly or indirectly, to or for certain countries, for certain uses or for certain end users.
- c. Each Party undertakes and warrants, within its respective scope, compliance with applicable laws relating to health and safety and worker protection, including, by way of example and without limitation, Legislative Decree No. 81/2008, as amended.
- d. Intesa shall not act as exporter or importer of any Content on behalf of the Client, except to the extent required under applicable data protection laws.
- e. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- f. Nothing in the Agreement shall limit any consumer rights that cannot be waived or limited by applicable law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- g. All disputes are subject to the exclusive jurisdiction of the Court of Turin.

## 9. General Provisions

### 9.1 Nature of Relationship and Client Responsibility

Intesa acts as an independent contractor and does not assume any agency, joint venture, partnership or fiduciary relationship with the Client, nor any obligation or liability in connection with the Client's activities or operations.



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The Client shall be solely responsible for:

- i) its use of the Services;
- ii) assessing the suitability of the Services for its operational and technical requirements;
- iii) its systems, content and infrastructure, including networks and their integration with the Services;
- iv) planning the required capacity and requesting any changes to the Services, including the management of usage peaks that may impact volumes or performance.

## **9.2 Nature of the Services and Professional Responsibility**

Intesa provides Information Technology services only.

Any indication, suggestion or guidance provided by Intesa in relation to the use of the Services shall not constitute legal, medical, accounting or other professional advice.

The Client is responsible for obtaining such advice from qualified professionals where required.

Each Party is also responsible for:

- a) its own personnel;
- b) its subcontractors and/or suppliers; and
- c) the direction, control and compensation of such personnel and third parties.

## **9.3 Use Limitations**

The Client shall not use the Services in environments where a malfunction or interruption of the Services could result in:

- death or personal injury;
- significant property damage; or
- environmental damage.

## **9.4 Confidentiality**

For the purposes of this Agreement, “Confidential Information” means all information, data and documents, in any form, disclosed by one Party to the other in connection with the Agreement and expressly identified as confidential.

Each Party undertakes to keep Confidential Information confidential, not to disclose it to third parties, and to use it solely for the purposes of performing the Agreement.

Confidentiality obligations shall not apply to information that the receiving Party can demonstrate:

- i) was already lawfully in its possession before disclosure;



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- ii) is publicly available other than through a breach by the receiving Party;
- iii) was lawfully received from a third party without confidentiality obligations; or
- iv) must be disclosed pursuant to applicable law or orders of competent authorities.

Each Party may disclose Confidential Information to its employees, contractors, advisors and subcontractors to the extent necessary for the performance of the Agreement, provided that such recipients are bound by confidentiality obligations.

### **9.5 Execution and Amendments of the Agreement**

The Services shall be provided following:

- i) Intesa's acceptance of an Order Document submitted by the Client; or
- ii) the Client's acceptance of a contractual proposal issued by Intesa.

Intesa may amend these General Terms by providing ninety (90) days' prior written notice to the Client.

Such amendments:

- shall not have retroactive effect; and
- shall apply only to:
  - new orders; and
  - renewals of Services.

Amendments shall be deemed accepted by the Client through:

- i) the placement of new orders;
- ii) continued use of the Services after the effective date; or
- iii) renewal of the Services.

Except as set out above, any amendment to the Agreement must be agreed in writing by the Parties.

### **9.6 Compliance and Ethical Principles**

Intesa maintains corporate conduct principles and guidelines covering conflicts of interest, market abuse, anti-corruption and anti-fraud.

Intesa and its personnel comply with such policies and require their suppliers to adopt equivalent standards.

In accordance with Legislative Decree 231/2001, Intesa has adopted and effectively implemented an Organizational, Management and Control Model.

Intesa also applies its Code of Ethics, available at <https://www.intesa.it/codice-etico/>, and, as a matter of policy, does not enter into other codes of conduct.

### **9.7 Operational Data and Information**

Intesa processes:

- commercial contact data; and



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- technical data relating to the use of the Services.

Such data do not constitute Client Content and are used for operational and relationship management purposes.

The Client undertakes to provide appropriate notices and obtain any required consents under applicable law.

### **9.8 Non- Intesa Products**

Intesa may provide Non-Intesa Products or Services enabling access to such products, which may require the Client's acceptance of third-party terms and conditions.

Connection to or use of Non-Intesa Products constitutes acceptance of such third-party terms.

Intesa shall not be deemed a party to such third-party agreements and shall have no liability in relation to Non-Intesa Products.

Access to Non-Intesa Products may be suspended if the relevant third party discontinues them or if Intesa ceases to make them available.

Additional terms may apply to Non-Intesa Products.

### **9.9 Assignment**

Neither Party may assign the Agreement without the other Party's consent, except that:

- Intesa may assign receivables; and
- Intesa may assign the Agreement as part of a business transfer.

### **9.10 Notices and General Provisions**

All notices shall be made in writing to the addresses indicated by the Parties.

The Agreement:

- supersedes all prior agreements;
- does not grant rights to third parties;
- limits legal claims to two (2) years from the relevant event;
- excludes liability for force majeure events.

### **9.11 Subcontractors**

Intesa remains responsible for its subcontractors for the purpose of performance of the Agreement

### **9.12 Independence of Orders**

Unless otherwise agreed, each Order placed under this Agreement constitutes a separate and independent contract

### **9.13 Service Recipients**

Service Recipients ("SRs") are third parties, unrelated to this Agreement, to whom Intesa may provide the Services upon the specific request of the Client.



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Where the Client requests such provision and Intesa agree, the Client shall, prior to the provision of the Services, enter into appropriate agreements with the SRs providing, for the benefit of Intesa, that:

- i) except as required by mandatory applicable laws, the SRs shall not bring any action or claim, directly or indirectly, against Intesa or its employees, directors or contractors in connection with the Services; and
- ii) all communications from the SRs shall be made exclusively through the Client, unless otherwise agreed in writing with Intesa.

It is understood that:

- a) the receipt or management of communications from SRs by Intesa shall not create any contractual relationship between Intesa and the SRs;
- b) the Services provided to SRs shall be deemed to be provided exclusively to the Client, which remains the sole contracting party with Intesa;
- c) the Client shall remain solely responsible vis-à-vis Intesa for the performance of all contractual obligations, including payment obligations, also with respect to Services provided to SRs; and
- d) any claims, requests or damages brought by the SRs shall, for all purposes, be deemed claims of the Client under this Agreement and shall be governed in accordance with the Liability and Indemnities clause.

For the avoidance of doubt, this clause shall not limit the Client's obligations nor increase Intesa's obligations or liability under the Agreement.