

## INTESA spa - Standard Purchase Order Terms and Conditions

**Agreement Documents:** This Purchase Order (PO), any attachments made a part of this PO and any documents or clauses incorporated by reference into this PO are the sole and exclusive agreement of INTESA and Supplier for the products and services in this PO, and no other document, including the Supplier's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by INTESA. Terms contained in the Supplier's response to, or acknowledgment or acceptance of, this PO, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by INTESA. INTESA's offer to purchase as provided in this PO may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this PO is deemed an acceptance by INTESA of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all the terms of this PO, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. The terms and conditions of this PO are subject to change without notice.

**Prices:** If the PO does not include pricing, the price for the products or services provided hereunder will be Supplier's lowest prevailing market price for such products or services. Supplier is not entitled to reimbursement of expenses incurred relating to fulfilling this PO, except as otherwise agreed in writing by INTESA.

**Taxes:** Supplier's invoices shall state all applicable Taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Services and Deliverables. Supplier assumes responsibility to timely remit all Tax payments to the appropriate governmental authority in each respective jurisdiction. Supplier and INTESA agree to cooperate to minimize, wherever possible and appropriate, any applicable Taxes and provide reasonable notice and cooperation in connection with any audit. Supplier shall also bear sole responsibility for all taxes, assessments, or other levies on its own income, leased or purchased property, equipment or software. If INTESA provides a direct pay certificate, certification of an exemption from Tax or reduced rate of Tax imposed by an applicable taxing authority, then Supplier agrees not to invoice or pay any such Tax unless and until the applicable taxing authority assesses such Tax, at which time Supplier shall invoice and INTESA agrees to pay any such Tax that is legally owed.

INTESA shall withhold Taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. INTESA agrees to remit in a timely manner all Taxes withheld to the appropriate government authority in each respective jurisdiction. Upon INTESA request, Supplier will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within 15 business days from such request. Supplier will reimburse Client (INTESA) for any claims by any jurisdiction relating to Taxes paid by INTESA to Supplier; and for any penalties, fines, additions to Tax or interest thereon imposed as a result of Supplier's failure to timely remit the Tax payment to the appropriate governmental authority in each respective jurisdiction. Supplier shall also reimburse Client (INTESA) for any claims made by a taxing jurisdiction for penalties, fines, additions to Tax and the amount of interest thereon imposed with respect to Supplier's failure to invoice Client (INTESA) for the correct amount of Tax.

**Terms of Payment and Acceptance:** Unless otherwise mandated by local law, or differently settled by this PO, the terms of payment are net 60 (sixty) days after receipt of Supplier's valid invoice or after receipt of the products or services, whichever is later. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or

rejection. At INTESA's option, INTESA may reject products or services that do not comply with INTESA's acceptance criteria for a refund or require Supplier to repair or replace such products or re-perform such services without charge and in a timely manner. INTESA may return non-conforming products to Supplier at Supplier's expense.

**Resolution and Withdrawal:** INTESA may, by sending written notice to the Supplier, terminate or withdraw from this Order, according to the circumstances, i) for just cause, in case of substantial default by the Supplier or ii) without just cause, in any case with termination from the date specified in the notice of withdrawal.

**Violation of Ethical Commitments:** The violation by the Supplier (or the reasonable belief of INTESA that the Supplier has committed an infringement or is likely to commit) the provisions relating to the Commercial Ethics Commitments referred to in this PO constitutes a substantial breach of this Order and, in such case, INTESA may terminate this PO immediately, by sending a written notification to the Supplier, without liability to INTESA.

**Effects of Termination:** Starting on the effective date of termination, according to written indications from INTESA, the Supplier will terminate the performance of this PO and will deliver to INTESA, among other things, all Goods completed on the termination date as well as all work in progress. Notwithstanding the art. 1671 of the Civil Code, in case of withdrawal, INTESA will compensate the Supplier only for the actual and reasonable expenses incurred by the Supplier for the activities performed on the effective date of withdrawal.

**Imports and exports:** Supplier is the importer and exporter of record, unless INTESA expressly agrees in writing to serve as the importer or exporter. Supplier will comply with all applicable import and export laws, regulations and administrative requirements, including but not limited to the payment of all associated duties, taxes and, maintenance of all required certifications and registrations associated with the import or export of Supplier's products, and satisfaction of all requirements related to product safety, electromagnetic compatibility, telecommunications, product take-back/recycling and environmental safety. Upon INTESA request, Supplier will promptly provide all information necessary to export and import products, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, tariff classifications, certifications and test results relating to the products or services. Supplier will notify INTESA in writing of any changes to the information provided by Supplier to export and import products. Supplier's billing invoice must be consistent with the invoice used by Supplier to clear goods for importation. When INTESA agrees to serve as the importer or exporter, Supplier will provide promptly to INTESA any information, documentation, certification and test results required for INTESA to comply with applicable import and export laws, regulations and administrative requirements. In all instances, Supplier may not undertake any routed export transactions, as defined in the United States Export Administration Regulations {15 CFR, Part 758.3(b)}, for any US export shipment, or undertake a similar arrangement for any export shipments originating outside of the United States, that name INTESA as a party to such shipments.

**Packages / Transportation:** Supplier will comply with: (i) all country of origin marking instructions and all INTESA instructions for exports to INTESA; (ii) all packaging and labeling requirements set out in this PO; and (iii) the transportation routing guidelines in this PO and pursuant to the *Shipping Transportation Guidelines*:

<http://www-03.ibm.com/procurement/proweb.nsf/ContentDocsByTitle/United+States~Shipping+transportation+guidelines?OpenDocument&Parent=IBM+standard+purchase+order+terms+and+conditions>).

Default minimum requirements for (i) and (ii) are found under *Instructions for cross-border shipments to IBM Corporation*.

<http://www-03.ibm.com/procurement/proweb.nsf/ContentDocsByTitle/United+States~Instructions+for+cross-border+shipments+to+IBM+Corporation>)

**Social and Environmental Management System:** Supplier will comply with the *Social and environmental management system supplier requirements*.

<http://www-03.ibm.com/procurement/proweb.nsf/ContentDocsByTitle/United+States~Social+and+environmental+management+system+supplier+requirements?OpenDocument&Parent=IBM+standard+purchase+order+terms+and+conditions>)

**Risk of Loss; Delivery:** Title and risk of loss remain with Supplier until products purchased under this PO have been delivered to INTESA at the location specified in the PO and accepted by INTESA. For Supplier's delivery of products, time is of the essence. If Supplier fails to deliver on time, INTESA may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages INTESA incurs. Supplier will promptly notify INTESA if it is unable to comply with the delivery date specified in this PO.

**Warranties:** Supplier warrants that:

- i. it has the right to enter this PO;
- ii. it is knowledgeable with, and is and will remain in full compliance with (at its own expense) all laws, rules and regulations that are, or may become, applicable in the provision of products and services hereunder including, without limitation,
  - a) labour and employment laws,
  - b) applicable export and import laws, regulations, orders, and policies, including, but not limited to:
    - i. securing all necessary clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer to non-U.S. nationals of technology and software in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology);
    - ii. being knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and making best efforts to comply with such recommendations;
    - iii. agreeing not to transfer to INTESA any hardware, software, technical data or services controlled under the U.S. International Traffic in Arms Regulations ("ITAR");
  - c) environmental laws, regulations or ordinances governing product environmental and energy characteristics, product content prohibitions, product end-of-life management/product take-back, and/or product safety related to INTESA's transport, import, export, distribution, sale and/or use of Supplier's products as, or as part of, a INTESA product;
  - d) anti-corruption laws; and
  - e) laws and regulations regarding data privacy and data protection;

- iii. its execution of this PO will not result in a breach of any other agreements or contracts to which it is a party;
- iv. no claim, lien, or action exists or is threatened against Supplier that would interfere with INTESA's rights under this PO;
- v. products and services do not infringe any privacy, publicity, reputation or intellectual property right of a third party;
- vi. (A) it has disclosed to INTESA in writing the existence of any third-party code, including without limitation open source code, that is included in or is provided in connection with the product(s) or services and (B) it and the products and services comply fully with all licensing agreements applicable to such third party or open source code;
- vii. all authors have agreed not to assert their moral rights in the products and services, to the extent permitted by law;
- viii. products are free from defects in design and free from defects in material and workmanship;
- ix. products are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO;
- x. products do not contain harmful code and Supplier will not engage in electronic self-help;
- xi. products do not contain (and products are not manufactured using) ozone depleting substances known as halons, chlorofluorocarbons, hydro chlorofluorocarbons, methyl chloroform and carbon tetrachloride as defined by the Montreal Protocol and as specified by INTESA in writing;
- xii. products are new and do not contain used or reconditioned parts unless INTESA agrees otherwise in writing;
- xiii. it will not use, disclose, or transfer across borders any information that may identify an individual ("Personal Data") that is processed for or on behalf of INTESA, except to the extent necessary to perform under this PO;
- xiv. it will not offer, promise or make, directly or indirectly any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government-controlled entity or public international organization.
- xv. (A) it will implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed from Supplier's premises unless each case (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage), (B) it will report to INTESA any breaches of security of Personal Data immediately after discovery ("Security Incident"), (C) it will cooperate fully with INTESA in investigating any Security Incidents , (D) it will cooperate fully with INTESA's requests for access to, correction of, and destruction of Personal Data in Supplier's possession, and (E) it will comply with all instructions or other requirements provided or issued by INTESA from time to time relating to Personal Data;
- xvi. it will not export, directly or indirectly, any technology, software or commodities of U.S. origin or having U.S. content provided by INTESA or their direct product to any of the countries or to nationals of those countries, wherever located, listed in U.S. Export Administration Regulations, as modified from time to time, unless authorized by appropriate government license or regulations;
- xvii. it will not, nor will it authorize or permit Supplier Personnel to, disclose, export or re-export any of INTESA's information, or any process, or product that is produced under this PO, without prior notification and compliance with all applicable Federal, State and local laws, regulations and ordinances, including U.S. export control regulations.

**Intellectual Property:** Supplier grants Buyer all rights and licenses necessary for Buyer and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this PO. Supplier declares to be in compliance with Article 181bis of law 633/1941 on copyright protection, as introduced by Article 10 of law 248/2000, containing new provisions for the protection of copyright of all software products distributed in Italy. Supplier will indemnify and hold INTESA harmless from any damage, cost and/or expenses arising out from the infringement of the above-mentioned provisions of law. This clause will survive after termination or expiration of this PO and will remain in effect until fulfilled.

**Ownership of Products:** Except for products consisting of software (which is licensed as provided under Intellectual Property above), all work product developed by Supplier and provided to INTESA under this PO are and shall remain the personal property of INTESA.

**Indemnification:** Supplier agrees to defend, hold harmless, and indemnify INTESA and its affiliates from any claim (including without limitation costs, expenses and attorney fees) arising from (a) claims that any product infringes any intellectual property rights, (b) the failure of Supplier to comply with its warranties and obligations under this PO or (c) a Security Incident. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for INTESA the rights granted under this PO; (ii) modify the product so it is non-infringing and in compliance with this PO; (iii) replace the product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing product and refund any amount paid.

**Limitation of Liability:** To the extent permitted by local law, in no event will INTESA or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall INTESA's liability to Supplier exceed the total amount of fees actually paid by INTESA to Supplier hereunder.

**Subcontracting:** Without prejudice to the mandatory provisions of the Law, subcontracting is prohibited, unless otherwise provided for in this PO or without INTESA's prior written consent. If INTESA considers the goods and services subject to the confidential relationship, the subcontractors must have the prior written approval of INTESA and sign a confidentiality agreement based on the model proposed by the latter.

**Assignment:** Any unauthorized assignment of this Order is ineffective and void. In the event that the law 192/98 relating to subcontracting is applied to the relationship between the parties, the Supplier may transfer up to 50% of such work to third parties or subsidiaries without the prior verbal or written consent of INTESA. However, if the Supplier assigns more than 50% of the work, the Supplier must obtain the prior written consent of INTESA.

**Supplier's Subcontractor Obligations:** Supplier shall enter into a written contract with each subcontractor it is authorized to retain under this PO, if any, with such contract committing each such subcontractor to comply with all of Supplier's obligations and responsibilities under this PO. By way of example but not limitation, those obligations and responsibilities include those contained in the Ethical Dealings and Record Keeping and Audit Rights provisions of this PO. In addition, in such written contract, Supplier shall identify INTESA as a direct and intended third-party beneficiary of the Record Keeping and Audit Rights provision, with the effect that INTESA shall have all of the same rights under that provision as Supplier has with subcontractor. Notwithstanding the foregoing, Supplier's use of a

subcontractor will not relieve Supplier of its obligations under this PO or its responsibilities for the subcontractor's performance.

**Exchange of Information:** All exchanges of information between the parties pursuant to this PO will be considered non-confidential. If the parties intend to exchange confidential information, such exchanges shall be made under a separate written confidentiality agreement. For any Personal Data relating to Supplier's personnel that Supplier provides to INTESA, Supplier will obtain the informed consent of such personnel to release the information to INTESA and to allow INTESA to use, disclose, and transmit such information on a worldwide basis among INTESA and its affiliates relating to this PO.

**Ethical Dealings:** Supplier will be familiar and will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. Supplier and its affiliates have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of INTESA or any of its affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. INTESA shall not reimburse Supplier for any such political contributions, payments or gifts.

**Record Keeping and Audit Rights:** Supplier will maintain (and subject to applicable law provide to INTESA upon request) relevant business, technical and accounting records i) to support Supplier's invoices; ii) show proof of required permits and professional licenses and iii) to demonstrate compliance with Supplier's performance of its obligations under this PO, for not less than six (6) years following completion or termination of the relevant Services. All accounting records will be maintained in accordance with generally accepted accounting principles. Upon INTESA's notice, INTESA may, at no charge to INTESA, audit Supplier's compliance with its obligations under this PO, including verifying compliance with applicable laws and the protection and integrity of INTESA Materials. In connection with an audit, Supplier shall provide INTESA (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to any facility at which Supplier or any Subcontractor is providing or has provided Services or Deliverables under this PO and to all systems, data and business, technical and accounting records relating to Supplier's (and any Subcontractor's) compliance with its obligations. Supplier shall provide its full cooperation in any such audit, including by designating a focal point to support an audit and, if required by INTESA, promptly securing the rights for INTESA to directly request from any Subcontractor, and for the Subcontractor to promptly provide to INTESA, access to such systems, data and records relating to the work performed by such Subcontractors.

**Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. Each policy shall name INTESA as a loss payee or additional insured, as appropriate.

**Applicable Law:** the Italian laws and regulations shall govern this PO and the performance of transactions under this PO. Supplier shall at all times comply with it: including but not limited to those relating Health and Safety at Work. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this PO.

**Choice of Forum:** all disputes arising out of or in connection with the interpretation or performance of this PO shall be settled exclusively by Courts of Milan and the parties waive the right to resort to any others

**Time limitation:** Subject to the mandatory provisions of the law without the possibility of renunciation or contractual limitation, any legal or other action relating to this Order must be initiated no later than two (2) years from the date on which the cause of the action arose

**General:**

- a) Any reproduction of this PO by reliable means will be considered an original of this PO.
- b) No modification, amendment, supplement to, or waiver of this PO by INTESA shall be binding upon the parties unless made in writing duly signed by both parties and specifically referencing this PO.
- c) INTESA's failure to exercise any right hereunder shall not operate as a waiver thereof.
- d) Both shrinkwrap and clickwrap licenses accompanying any product consisting of software and online Terms of Use or Terms of Service relating to services provided online are null and void, and the terms and conditions of this PO prevail.
- e) If INTESA provides parts or tools for work under this PO, Supplier shall use them only for that purpose. Supplier shall be responsible for its own tools.
- f) Any services performed by Supplier shall be performed as an independent contractor, and Supplier is solely liable for applicable payroll or income taxes.
- g) Supplier shall not use the name or trademarks of INTESA or its affiliates or refer to or identify INTESA or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of INTESA.

**Supplier and Supplier Personnel:** Supplier:

- i. shall, upon request of INTESA and to the extent permitted by applicable law, provide to INTESA (I) for export evaluation purposes, the country of citizenship and permanent residence and immigration status of its Personnel, (II) written confirmation (i) that Supplier Personnel are eligible to work in the country where the Services are being provided and (ii) to the extent required by applicable law, that Supplier participates in eVerify pursuant to applicable Executive Order(s) and United States Department of Homeland Security, and (III) if specific education requirements are required by INTESA, proof of education for Supplier Personnel;
- ii. shall instruct its Personnel that employment related issues should be brought forward to Supplier (and not INTESA) and shall notify INTESA promptly where such issues relate to actions which are alleged to have been taken by INTESA or its Personnel to enable INTESA to investigate as necessary;
- iii. is and shall remain responsible for the day to day supervision, control, terms and conditions, hiring, verification of eligibility to work, discipline, performance management, termination, counselling, scheduling, compensation, benefits and other activities, withholdings, health and safety of Supplier Personnel, and shall ensure Supplier Personnel do not seek to obtain the same from INTESA;
- iv. acknowledges that INTESA has no responsibility for reviewing or approving timesheets; however, INTESA may review such timesheets for billing verification purposes only;
- v. is responsible for the actions and inactions of Supplier Personnel and compliance by Supplier Personnel with the requirements of this PO;

vi. agrees that INTESA retains the right to refuse to accept Supplier Personnel made available by Supplier to perform Services hereunder and may request the removal of Supplier Personnel from assignment under this PO, for any lawful reason at INTESA's sole and reasonable discretion.

Personnel assigned to the Services, with the exception of possible consultants, must be regularly hired by Supplier, who undertakes to:

- a) Comply with all the obligations arising out of the legal provisions and regulations on employment and social insurance, bearing the relative cost;
- b) supervise the compliance of mandatory obligations in terms of remuneration, social security and tax contributions for the Supplier's personnel and its sub-suppliers and shall hold the Purchaser harmless for any damage or liability the latter may incur as a result of any breach of the aforementioned obligations pursuant to Article 29 of Legislative Decree 276/2003 and any possible future amendment thereof;
- c) apply, towards such personnel, compensation and conditions of employment not inferior to those envisaged by employment contracts applicable, as of the date of the PO, to the sector and the place where work is performed, in addition to conditions resulting from subsequent modifications and integrations and, in general, from any other employment contract subsequently executed for the sector, applicable in said place;
- d) continue to apply said employment contracts until such time as they expire or are replaced. The above-mentioned obligations relating to employment contracts is binding on the Supplier also in the event that Supplier no longer belongs to the associations executing said contracts or withdraws from said associations for all or part of the term of the contract. The Supplier undertakes to provide written confirmation of the above, at any time, at INTESA's request;
- e) maintain for the duration of the PO documents confirming the execution of payments by wire transfer of compensation payable to its employees and subcontractors during the performance of the PO. The Supplier undertakes to provide written confirmation of the above, at any time, at INTESA's request;
- f) draw up appropriate agreements with its employees that permit them to comply with all the obligations deriving from this PO;
- g) supervise the compliance with regulations protecting the health and safety of the Supplier's personnel pursuant to Legislative Decree 81/08;
- h) guarantee furthermore its collaboration with INTESA for the purposes of the control and coordination of its personnel and the personnel of its Sub-suppliers in respect of the safety measures indicated in the Consolidated Document;
- i) guarantee, amongst others, that in complying with the provisions set out under Article 26 of Legislative Decree 81/08, if it assigns personnel, they shall be provided with an adequate identification card containing their photo, personal details and indicating his/her employer. The Supplier furthermore, guarantees that any such personnel shall carry such identification card at all times when completing his/her assigned tasks;
- j) upon INTESA's request, provide documentation to verify compliance with this Section titled "Supplier and Supplier Personnel".

INTESA has the right to terminate this PO according to art. 1456 of the Italian Civil Code if Supplier fails to comply with this Section.

Where Supplier intends to use Supplier Personnel and/or subcontractors who are deemed posted workers (as defined in EC Posted Worker Directive 96/71/EC and/or any related or derived EC or national legislation) or temporary agency workers (as defined in EC Directive 08/104/EC, and/or any



related or derived EC or national legislation) (together hereinafter “Posted Workers”) for the provision of Services to INTESA and/or to INTESA’s Customer(s), the Supplier will, prior to each Posted Worker commencing work in the country they are posted to, inform INTESA and provide to INTESA all statutorily required information, as well as evidence of compliance with the above-mentioned legislation. The Supplier warrants that the information provided is at all times correct, accurate, and up to date, and the Supplier agrees to provide updated information to the INTESA immediately at any time upon INTESA’s request. Should the Supplier’s, or the Supplier’s subcontractor’s, breach of this provision causes the INTESA or its personnel to be held liable or to be fined, the Supplier shall indemnify the INTESA and its personnel against all claims and/or fines that arise or are alleged to have arisen as a result of such breach. Notwithstanding anything to the contrary in the PO, INTESA may terminate this PO immediately for Cause in case of a breach of this provision or when INTESA reasonably believes such a breach has occurred or is likely to occur. In addition to this, the INTESA may request the immediate removal of Posted Workers from assignment under the PO.

**INTESA Assets:** Supplier shall instruct Supplier Personnel to:

- a) use INTESA Assets only for purposes of this PO and Supplier will reimburse INTESA for any unauthorized use;
- b) only connect with, interact with or use programs, tools or routines that INTESA agrees are needed to provide Services;
- c) not copy, disclose or leave INTESA Assets unsecured or unattended;
- d) promptly notify INTESA of any accident or security incidents (such as those involving loss or misuse of, or damage to, INTESA Assets (as defined below), and Supplier will provide INTESA with a copy of any accident or security incident report involving the above.

INTESA may periodically audit Supplier’s use of INTESA Assets. “INTESA Assets” means INTESA’s or Customer’s computer systems and/or networks, INTESA’s or Customer’s property that is accessed or used by Supplier Personnel or materials, data, documents or information provided to Supplier Personnel by (or on behalf of) INTESA.

**Supplier Access to INTESA or Customer Premises:**

- 1). If Supplier Personnel will have access to INTESA or Customer premises, Supplier shall conduct orientation sessions with its Personnel before placement on an assignment with INTESA or Customer and identify and provide contact information (which shall be updated by Supplier as necessary) for all supervisor(s) for Supplier Personnel.
- 2). Supplier shall instruct Supplier Personnel as follows:
  - a) Supplier Personnel on INTESA’s or Customer’s premises may not (i) bring weapons of any kind onto such premises; (ii) possess, use or be under the influence of controlled substances or alcoholic beverages; (iii) have in their possession hazardous materials of any kind without INTESA’s authorization; (iv) send or receive non-INTESA or Customer email through INTESA’s or Customer’s mail systems; (v) sell, advertise or market any products or distribute printed, written or graphic materials without INTESA’s written permission; or (vi) conduct any non-INTESA or Customer related business activities while assigned to work under this PO.
  - b) Supplier Personnel on INTESA’s or Customer’s premises must (i) obtain a valid identification badge from INTESA or Customer and return identification badges upon completion or termination of assignments; (ii) remain in authorized areas only (limited to work locations, cafeterias, restrooms and parking lots); (iii) access and use for work only the materials, documents, information and data necessary to perform and (iv) immediately report to Supplier any incidents (such as actual or alleged physical alterations, assaults, harassment and/or

inappropriate behavior) so that Supplier can promptly notify INTESA and provide INTESA with a copy of any incident report.

**Criminal and other Background Checks:**

- a. Supplier shall inform INTESA if any Supplier Personnel to be assigned to perform Services hereunder are former employees of INTESA, which assignment is subject to INTESA's approval.
- b. To the extent permitted by local law, Supplier will obtain from Supplier Personnel photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government issued passport).
- c. To the extent permitted by local law, Supplier will conduct or otherwise obtain criminal background checks on Supplier Personnel as defined in section (d) below, in locations where the Supplier Personnel resided for the past seven years. Where no criminal convictions within the past seven years are identified, Supplier Personnel may be assigned to perform Services. Where a criminal conviction is identified, Supplier may not assign Supplier Personnel where Supplier Personnel is disqualified from performing Services based on Supplier's individualized assessment of the conviction against the Services to be performed in accordance with applicable law and guidance, which may include but is not limited to the Equal Employment Opportunity Commission's promulgated guidance in the United States or similar state or other government promulgated guidance, as applicable.  
If, after such assessment, Supplier still recommends assigning a Supplier Personnel with a criminal conviction to perform Services, INTESA must first be informed of such decision. INTESA will thereafter review the criminal conviction and Services which will be performed and/or access that the Supplier Personnel will have. Unless otherwise required for this review, INTESA will not receive any personally identifiable information (e.g., Supplier Personnel name, social security number, etc.)
- (d) For Supplier Personnel in the United States, a Federal background check must be conducted as well as a county or state background check, whichever is more comprehensive. In other countries, background checks may be at the county, state, province and/or country level, whichever is most comprehensive.
- d. Upon INTESA request and subject to applicable law, Supplier will provide documentation to INTESA to verify its compliance with this section.

**Tracing of Financial Flows:** The Supplier undertakes to fully comply with the provisions of the Law August 13, 2010 n.136 (including but not limited to Article 3 of such Law) on Tracing of Financial Flows related to public contracts. In case of breach by the Supplier of such provisions, this PO shall be terminated pursuant to art. 1456 civil code, without prejudice to the Supplier's liability for any damages caused by such violation.

**Application of Health and Safety Laws:** The parties to this PO, to the extent applicable to each, undertake to comply with, and guarantee the compliance with, applicable health and safety laws including by way of example but not limited to, the provisions set out by Legislative Decree 81/08 and any related amendment. In this respect and furthermore, in order to allow INTESA and/or INTESA's Customer to draft the document which evaluates the risks pursuant to Art. 26, third paragraph of the aforementioned Legislative Decree 81/08 as amended (hereinafter the "Consolidated Document"), the Supplier shall provide to INTESA a document containing its evaluation of the risks and associated costs as well as the evaluation provided by its sub-suppliers, which indicates the measures necessary to eliminate any interference in their respective activities. The Supplier undertakes to provide its aforementioned evaluation of risks and associated costs and also the evaluation prepared by its sub-

suppliers together with the offer it will submit to INTESA, under the express agreement that the validity of such offer is subject to the provision of the documentation evaluating risks and associated costs as described above. INTESA has the right to terminate this PO under art. 1456 of the Italian Civil Code if Supplier fails to comply with this Section.

**Data Privacy:** Where under this PO, INTESA discloses information relating to an identified or identifiable individual, partnership, corporation or other legal entity ('Personal Data') Supplier will apply appropriate technical and organizational security measures to protect Personal Data against destruction, loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing (including, but not limited to, ensuring the reliability of any personnel who have access to the Personal Data). Supplier represents and warrants: (i) that it will comply with applicable data protection laws and regulations (including any requirement for notification to, or registration with, country data protection authorities), and (ii) that it will only access, use, manage, disclose to third parties, transfer overseas or otherwise process Personal Data in accordance with INTESA's instructions. INTESA generally instructs Supplier to process Personal Data to the extent necessary to perform the PO. Supplier will promptly assist INTESA in responding to requests to allow access to, correct, block, suppress or delete any Personal Data, including providing INTESA with a copy of all relevant Personal Data in tangible form. Supplier will not transfer any Personal Data out of any country having data protection laws and/or regulations restricting transfers of Personal Data unless INTESA consents to the transfer in writing. INTESA may, upon reasonable notice, audit and verify Supplier's compliance with the provisions of this Section. On termination of the PO Supplier shall, at INTESA's request, promptly return or erase all Personal Data stored in its internal systems.

**Express Acceptance:** Parties expressly agree that the invalidity of any clause of this Order will not compromise its validity in its entirety.