

**GENERAL TERMS AND CONDITIONS
OF WORKS AND SERVICES**

Summary

3	NATURE OF WORKS AND SERVICES	3
4	PURCHASE ORDER	4
5	METHOD OF EXECUTION AND DELIVERY	4
6	FEES.....	5
7	INVOICING AND PAYMENTS	6
8	NATURE OF THE CONSIDERATION	6
9	DELIVERY TERMS AND FORCE MAJEURE	6
10	CONTRACTOR PERSONNEL.....	7
11	REQUIREMENTS FOR THE PROTECTION OF WORKERS	7
12	CONFIDENTIALITY.....	8
13	LIABILITY AND CHARGES OF THE CONTRACTOR.....	8
14	DAMAGES, LIABILITY AND INSURANCE	9
15	SUBCONTRACTING	10
16	TERMINATION FOR DEFAULT - EXPRESS TERMINATION CLAUSE – TERMINATION FOR CONVENIENCE	11
17	INTELLECTUAL PROPERTY	12
18	COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL STANDARDS	12
19	SUPERVISION AND CONTROL.....	12
20	ACCIDENT PREVENTION - SAFETY IN WORK AREAS - SAFETY AND HEALTH OF WORKERS	12
21	RULES FOR THE EXECUTION OF ROAD or MOTORWAY WORKS	15
22	TESTING	15
23	WARRANTY.....	15
24	TECHNICAL DOCUMENTATION	15
25	APPLICABLE LAW AND JURISDICTION.....	15
26	DATA PROTECTION.....	16
27	RELATIONS WITH THE PUBLIC ADMINISTRATION BY MEANS OF THIRD PARTIES.....	16
28	PERIODIC REPORTING	16
29	ORGANIZATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO LEG. 231/2001	16
30	TRACEABILITY OF FINANCIAL FLOWS.....	17
31	EXCLUSIVITY CLAUSE	17
32	COMMUNICATIONS AND CONTRACTUAL DOMICILE	17
33	LEADING CLIENTS	17
34.	RULES OF LAW COMING INTO FORCE AFTER THE PUBLICATION OF THE GCS.....	17

RECITALS AND DEFINITIONS OF THE GENERAL CONDITIONS OF WORKS AND / OR SERVICES

In these General Conditions (as better defined below) the following meaning will be given to the terms indicated below.

1. DEFINITIONS and GENERAL CONDITIONS

1.1. The definitions referred to here are an integral and essential part of these General Conditions with the force of agreement between the Parties:

- **"Technical Annex"**: general regulations, technical specifications of the products and technical and operational requirements for the control of equipment, issued by the Client;
- **"Contractor"** or **"Assignee Party"**: is the executor of the services and/or works commissioned;
- **"Purchase Order"** or **"Order"** or **"PO"**: is the purchase order for the work and/or service which, when accepted, constitutes an *inter partes* contract;
- **"Party/s"** individually indicates the Company or the Contractor and both parties jointly;
- **"Personnel"**: indicates the specialized personnel that the Contractor will employ in the execution of the PO duly hired and/or employed by Contractor according to the applicable legislation and in compliance with all social security, welfare and insurance charges as well as the personnel of any Authorized Subcontractor that the Contractor will use;
- **"Multi-operator site"**: building artifacts, plants and equipment (e.g. shelters, poles, pylons) built on the basis of the Technical Annex, suitable for hosting transmission equipment and radiant systems of multiple telephone operators or mobile radio signals;
- **"Site"** or **"Standard Site"**: Multi-operator site, generally consisting of a mast (or pole) carrying antennas with one or two shelters, in which the radio transmitting equipment of the telephone operators and the service equipment of the Client are hosted;
- **"Company"** or **"Client"**: is the person who requests the performance of works and/or services;
- **"Third Parties"**: indicates third parties with respect to the Parties.

1.2. The GCS apply to each PO issued by the Client, without the need for any explicit reference, even via its duly authorized agents, to the Contractor for the supply of works or services. Under no circumstances may be applied conditions other than the GCS.

1.3. The CGS form an integral and substantial part of the PO and are intended to establish the terms and provisions that will govern the activity to be performed under specific procurement contracts.

1.4. Any tolerance by one of the Parties of conduct of the other Party in violation of the provisions contained in the PO does not constitute a waiver of the rights deriving from the violated provisions, nor of the right to demand the exact fulfillment of all terms and conditions provided herein.

1.5. Any invalidity or ineffectiveness of one of the agreements contained in the GCS and/or in the PO will not affect the validity and effectiveness of the other agreements, without prejudice to the right to terminate the contractual relationship pursuant to Article 1419 of the Italian Civil Code.

2. CONTRACTOR OBLIGATIONS

2.1 The Contracting Party undertakes to fulfill all the obligations inferred in good faith (Article 1375 of the Italian Civil Code) and with due diligence and to use professionally adequate personnel and suitable equipment, pursuant to articles 1218 and 1453 of the Italian Civil Code, observing the correctness criteria set forth respectively in articles 1175 and 1176 of the Italian Civil Code, undertaking to perform the PO using suitable equipment in accordance with the law and with professionally adequate staff.

2.2 The Contracting Party undertakes to promptly observe all the regulations applicable to the activity carried out in execution of the PO and in particular, but without prejudice to the generality, the regulations referred to in Articles 11, 18 and 20 as applicable, given the nature of the services covered by the PO.

2.3 The Contractor also declares to be fully responsible for its employees, collaborators and consultants so that they behave correctly, keeping their knowledge of places, people and procedures confidential and scrupulously complying with the safety measures and procedures referred to in the following art. 20.

2.4 The Contractor undertakes to use only staff in good standing with all the social security and insurance positions provided for by the relevant laws.

2.5 Otherwise, the Client reserves the right to immediately suspend the payment of the accrued remuneration, withholding them on behalf of whoever is entitled to it until the actual non-existence of any accrued debt towards social security or welfare institutions and relating to withholdings is ascertained tax and/or social security contributions to be made on employee income for the services covered by the PO.

3 NATURE OF WORKS AND SERVICES

These GCS concern all the services contained in the PO, which in general, but not exclusively, will concern the provision of professional activities and services (as better defined below) at the offices, at the Sites or at offices/sites available to the Client's customers.

4 PURCHASE ORDER

4.1 The PO accompanying these GCS constitutes an offer by the Company for the assignment of a work and/or a service ("**Work**" and "**Services**") to the Contractor indicated therein (together with the Company, "**Parties**"), subject to and in accordance with these GCS and any special conditions established in the Order. In case of conflict between the GCS and any particular conditions established in the Order, the latter will take precedence over the GCS.

4.2 Any previous offers of the Contractor or negotiations that took place, before the issuance of the PO, must be considered outdated and ineffective or invalid, also for the purposes of the interpretation of the will of the Parties, if not expressly referred to in the PO itself.

4.3 Changes to the Order will be valid and effective only if expressly approved in writing by the Client and if, such changes will be the subject of a specific supplementary and replacement deed of the previous Order issued, drawn up in the same form and concluded in the same manner, under penalty of ineffectiveness. In this regard, the Contractor acknowledges that no valid changes may be introduced with behavior, even conclusive, pending the essentiality of compliance with the written form for the aforementioned changes to the PO.

4.4 The PO may, however, be revoked by the Company, upon notification of such revocation to be sent via email to the Contractor and without the application of any penalty, before the Company receives the acceptance of the PO itself.

4.5 All delivery and accounting documents, invoices and credit notes must bear the PO number.

4.6 The Contractor will keep and, upon request of the Client, will submit to the latter, if requested to do so, all the documentation relating to the Services and/or Works provided for a minimum period of ten years following delivery and will guarantee that its suppliers will adopt the same conduct.

4.7 Unless otherwise provided for in specific procedure drawn up by the Company - as better specified in the following paragraph - the Order is considered accepted by returning a copy of it (including attachments) duly signed by the Contractor, within ten (10) working days of issuing it by the Company. After this period of time has elapsed in vain, the Company reserves the right to revoke the Order or consider the late acceptance by the Contractor as valid and effective, the date on which a contract will be considered concluded (the "**Contract**"). In any case, the Company will communicate its choice to the Contractor.

4.8 In this regard, the Contractor declares and agrees to observe and apply the internal procedures, in force from time to time, for which the Company will make it duly informed, in relation to the validation and acceptance of the Order¹.

4.9 To avoid misunderstandings, by agreeing to negotiate and contract with the Company, the Contractor *de facto* renounces to request the application of any conditions and automatically accepts these GCSs which are placed at the web address <https://www.cellnextelecom.com/it/suppliers/> and will be available there at any time.

4.10 Therefore, the conditions listed on the Contractor's invoices, letters, offers or other that derogate from or are incompatible with these GCS will have no effect on the Company, unless expressly accepted in writing by the latter, and/or to the other contractual documents forming part of the PO. Any acceptance or payment of Works and/or Services does not constitute recognition or implicit acceptance of any conditions proposed by the Contractor, which must, therefore, be considered inapplicable.

4.11 Should one or more clauses of these GCS prove or are declared ineffective and/or null, the validity and effectiveness of the remaining clauses will not be affected. The Parties will replace the null clause with a new clause which responds - as far as possible - to the intentions and economic purposes pursued by the null clause.

4.12 Without prejudice to the provisions of art. 4.8 above, the Order will not be considered completed in the event of failure by the Contractor, within the specified deadline, of the duly countersigned "Order Confirmation" or if reservations, exceptions or changes are introduced in the confirmation; in the latter case, the PO may be considered completed only with the specific written approval by the Company of the clauses that have brought about reservations, exceptions and/or changes.

5 METHOD OF EXECUTION AND DELIVERY

5.1 The Contractor's performance must be punctual and fully compliant with the provisions of the PO.

5.2 The execution of the Work and/or the Service must be performed by the Contractor in a workmanlike manner and in accordance with the technical requirements set out in the PO.

5.3 Delivery must take place within the terms provided by the PO and, in case of delay, the Client will have the right to sanction it with a daily penalty equal to 1% (one percent) of the total value of the Order, in addition to any additional specific penalty provided for in the PO.

¹ Company is certified ISO 9001, 14001, SA8000, 27011 and applies its procedures in full transparency and in constant compliance with current legislation (e.g. Legislative Decree 7 March 2005, n. 82 subsequent amendments, REG 679/16, Legislative Decree 231/01 smi) as well as its own Code of Ethics.

5.4 The termination of any construction site activity and the end of the works must be expressly authorized in writing by the Client; only upon the outcome of this authorization will the end of works communications be made to the competent authorities. Failure by the Contracting Party to comply with this commitment will be considered a contractual breach.

6 FEES

6.1 The fees are to be considered inclusive of all direct and indirect charges necessary for the perfect fulfillment of the PO, as, in determining the offer, the Contractor has taken due account of all the agreed charges, obligations and requirements and in the documents attached and referred to.

6.2 With regard to safety charges, the Contractor recognizes the amount determined by the Client for all reasonable purposes. He also declares to be fully informed on all contractual, operational, administrative and commercial opportunity conditions and to have taken into account the circumstances and risks connected to them that may, in any way, influence the fulfillment of the Order and the determination of prices.

6.3 The Contractor has accepted and confirmed:

- to have carried out the inspection relating to the areas where the activities are to be provided and to have fully understood the operating conditions in which the same will take place, the availability and location of the areas for construction sites and temporary deposits and accessibility to the workplaces;
- to have read and taken into account the contractual conditions and charges including those relating to full compliance with current legislation on environmental protection and those relating to the production, collection, transport and disposal of waste and/or waste processing as well as the obligations and charges relating to the provisions on safety, insurance, working conditions and social security and assistance in force in the place where the activities are to be performed;
- to have accepted, without any conditions or reservations, all the rules and provisions contained in the PO, in any Safety and Coordination Plan, in the project documents and in any other act, measure or document attached or referred to therein;
- to have exact knowledge of the nature of the contract and of all general, particular and local circumstances, none excluded and except that they may affect the execution of the activities;
- to have carried out an in-depth study of the project and every technical document attached to it or referred to in it with its trusted technicians and to consider it adequate for the consequent realization of the activities within the scheduled and agreed times and for the corresponding price;
- to have verified every calculation and measure and, having ascertained the adequacy of the fee, waive as of now any claim for higher fees for the greater and/or different quantities required for the execution of the assigned activities;
- to have taken into account any increases due to rising prices that may occur during the execution of the activities, renouncing as of now any claim, action or exception in this regard, also pursuant to and for the purposes of Articles 1467 and 1664 of the Italian Civil Code;
- to have ascertained the existence and availability on the market of materials, warehouses and manpower to be used in the activities in relation to the expected times and costs for their execution.

6.4 The Contractor expressly confirms that the technical-economic assessments carried out represent an expression of its precise contractual will in the exercise of autonomous business choices aimed at determining the convenience of its activity.

6.5 Therefore, the Contractor will not be able to assert circumstances during the relationship that modify the assessments made by the same, in terms of executability, productivity, costs and profitability, since the Contractor must assume - pursuant to Art. 1655 of the Italian Civil Code - all organizational and management risks connected and correlated with the completion of the Work and the Services under contract.

6.6 The fees payable by the Client to the Contractor are to be considered net of VAT and inclusive of the CNPAIA contribution, if due, and are also inclusive of all charges, direct and indirect, including, by way of example and not limited to, copies of work, the transport and delivery of the documents, the visits and accesses of the professional and/or his collaborators to the work areas and offices of the Client or of the professional specifically delegated by the same for the discussion of the design solutions adopted and how much other was useful and necessary.

In the event that the Contractor directly provides for the payment of stamps and charges to be paid to the administrations solely for obtaining the necessary building permits or concessions, these costs, if properly documented, will be reimbursed by the Client at the same time as the payment of the fee.

6.7 Taking into account the duration of this assignment, as already mentioned above, the provisions referred to in the first and second paragraphs of art. 1664 C.C., will not be applied and therefore there can be no revision of the prices on the fees defined in this article. The Parties convened than to esclude the application of art. 1467 c.c. provisions.

6.8 Any additional services, with respect to what is provided for in the object of the PO must be agreed in advance and authorized in writing by the Client.

7 INVOICING AND PAYMENTS

7.1 The payment of the agreed fees will take place upon presentation of regular electronic invoices, to be issued in compliance with this article and upon receipt of the "Goods Entry" form with a unique code. However, payment is made subject to the final testing of the services referred to in the PO provided for in Article 22 below. Any different forms and methods of payment must be authorized and specified in the Order or specifically agreed in writing.

7.2 In any case, the Contractor is prohibited from assigning the credits deriving from the PO.

7.3 Electronic invoices may be issued upon completion of the supplies and services covered by the individual orders issued by the Client according to the terms of the previous article 3, taking care to indicate the details of the relative PO. Invoices must be sent as indicated on the main page of the Purchase Order and must always contain:

- Reference to the Order Number/Goods Entry
- Full registration of the issuing company
- IBAN

7.4 In the event that the aforementioned current account should undergo changes, or be replaced, the Contractor will be obliged to give a prior written communication, to be sent to the same address used for the transmission of the invoices, in which it will formally indicate the coordinates of the new current account, replacing and consequent disposal of the previous one.

7.5 The Client will be entitled to reject all invoices that are incorrect, incomplete and/or missing the required information, or those bearing the indication of a bank account other than the one indicated here, except for the one for which the communication above was sent.

7.6 Unless otherwise indicated in the PO, the payment of the invoices will be made by bank transfer 90 (ninety) days of the end of the month, after the approval, from the date of issue of the invoices. The Parties declare and expressly accept, notwithstanding the Legislative Decree 231/2002, that from the expiry of the payment term, provided that the non-payment is attributable to the Company, can be applied to the same, as default interest for which the Parties themselves recognize the fairness, that corresponding to the conventional rate of the Euribor, floor zero, at one month + 200 bp (basis point) divisor 365, recorded at the time of expiry of the payment term and revisable monthly.

7.7 In order to prove the regularity of the tax obligations due to it, the Assignee may produce to the Client the asseveration of the subjects referred to in art. 35, paragraph 1, of Legislative Decree 9 July 1997, n. 241 and art. 3, co. 3, letter a), as well as art. 17 - *bis* of said decree, of the DPR 22 July 1998, n. 322 and subsequent amendments.

7.8 As an alternative to the declarations referred to in the preceding paragraph and for the purposes indicated therein, by virtue of the provisions of the Circular of the Revenue Agency with circular no. 40/E on 8 October 2012, a substitutive declaration is considered valid - made pursuant to Presidential Decree no. 445 of 2000 - with which the Assignee Party certifies the fulfillment of the above obligations.

7.9 The payment of the fees will also take place upon delivery of a valid and suitable Single Document of Contribution Regularity ("**DURC**"), as better regulated in the following article 11.

8 NATURE OF THE CONSIDERATION

8.1 The consideration agreed between the Parties with the acceptance of the PO, constitutes an all-inclusive estimate and not susceptible to increases; therefore, the Client will not recognize any additional compensation to the amount due for accepted and exactly executed POs, not even for price revisions and/or extraordinary events of any kind, including the provisions of Article 6.6. *supra*.

8.2 It is understood that, if the sum of the invoices issued reaches the aforementioned total estimated amount, in the event of further needs, we will proceed only through the eventual issue of a new PO to be agreed and formalized in writing with the Client.

8.3 Any further and/or additional services not previously covered by the estimated total amount of the PO and any subsequent changes to the PO not expressly authorized in writing will not be recognized by the Client, nor will any be due indemnity and/or compensation of any nature to the Contractor.

9 DELIVERY TERMS AND FORCE MAJEURE

9.1 In consideration of the importance of the Service, it should be noted that compliance with the delivery terms, as well as with the occupational health and safety regulations referred to in Legislative Decree 81/08, as amended, is considered by the Client to be of extreme importance expected the nature of the Client's business and the resulting benefit to public safety and, therefore, even if the terms are not essential pursuant to Article 1457 of the Italian Civil Code unless they are so explicitly agreed, compliance with the terms by the Contractor is in general essential.

9.2 In addition, the reliability demonstrated in compliance with the delivery terms and prevention provisions constitutes an element of evaluation for the assignment of any further services.

9.3 Failure to comply with the delivery terms of the goods will result in the Contractor paying the penalties provided for in the PO. In any case, the Client has the right to obtain compensation for further damage.

9.4 The penalties must be paid by the Contractor within 30 days from the date of receipt of the relevant debit note. The Client will also have the right to withhold and offset the relative amount of the penalties and any other sum owed by the Contractor from the amounts due to the same and, if necessary, if such compensation is not satisfactory, also enforcing any sureties issued in favor of the Client.

9.5 Any penalties provided for are not applied for delays attributable to the Client and/or for reasons of force majeure. The Parties establish that the Contractor undertakes to promptly inform the Client, in writing, of the occurrence and termination of circumstances of force majeure pursuant to Articles 1256 C.C. and ss. which do not allow the fulfillment, due to the supervening impossibility, of the obligations deduced in the Contract and also undertakes to take all measures to limit their effects.

9.6 The actual existence of the circumstance of force majeure must, however, be proved by the Contractor.

9.7 The Parties expressly agree that delays or non-fulfillment by its suppliers or strikes or production stoppages limited to the Contractor's company are not to be considered as causes of force majeure for the exemption from liability of the Contracting Party and/or of its suppliers and/or subcontractors.

9.8 The application of penalties does not in any case exclude the request for compensation for damage, nor does it replace it.

10 CONTRACTOR PERSONNEL

10.1 The Contractor undertakes to employ in the execution of the Services exclusively employees or duly hired personnel and/or self-employed workers with a VAT number duly contracted in accordance with the law and in force in accordance with current legislation ("**Personnel**").

10.2 The Contractor may make use, for specialist activities, of the collaboration of experts provided that these have obtained the prior approval of the Client.

10.3 The fees and consequent expenses and all social and insurance charges for such Personnel will be borne by the Contractor, with particular regard to accident insurance and damage to third parties. Therefore, the Client is deemed as of now relieved and harmless from any liability and from any burden for damage or accidents that may occur to the staff of the Contractor or that the staff themselves should cause to third parties during the services performed in relation to this assignment.

10.4 The self-employed workers of which the Contracting Party intends to make use, if not subject to compulsory insurance schemes for accidents at work, must be provided with adequate insurance coverage for professional accidents.

10.5 The Contractor must also employ an adequate staff to carry out the services covered by the PO, equipped with adequate technical and professional competence, as well as in possession of the necessary authorizations and licenses, in accordance with the provisions of the GCS and the Order.

10.6 The Contractor undertakes in any case to immediately replace the Personnel who are not suitable respectively for the performance of the activities covered by the PO and for the execution of the Works and/or Services and who, during the performance of the same, have given reasons for complaint or has behaved in a manner that is not appropriate to his/her role or which, following an audit carried out by the Company, has proved, in its sole discretion, not suitable and unable to perform its duties.

10.7 The Contractor will be directly responsible to the Company for the behavior and efficiency of the Personnel pursuant to and by effect of the provisions, *inter alia*, of art. 1228 of the Italian Civil Code and will also be responsible for the exact fulfillment of the services carried out by the Personnel itself on the basis of the PO and for any damage caused by said Personnel for any reason to the assets of the workers of the Company and of Third Parties, as well as for damage caused to the Third Parties themselves.

10.8 The Contractor will carry out the assignment referred to in the PO in full autonomy, in such a way that none of its employees can be subjected to the managerial, organizational or disciplinary power of the Company.

11 REQUIREMENTS FOR THE PROTECTION OF WORKERS

11.1 The Contractor undertakes to frame and regulate relations with its employees and/or collaborators who will perform their activities in accordance with the provisions of the PO in accordance with the law, collective and corporate agreements and the applicable social security and contribution regulations.

11.2 The regularity of contributions of the Contractor must also result from the regular and valid DURC for the payment of the advances, the progress of the works, for the testing and for the payment of the final balance, in accordance with the provisions of current legislation in matter, under penalty of suspension of the payments.

11.3 During the provision of the Services and/or execution of the Works, the Contractor undertakes to comply with all current regulations regarding the environment, hygiene, accident prevention, safety and health protection
ENG CGOS 11.10.2022 rev.1

of workers in workplaces, in accordance with the provisions of Legislative Decree n. 81/2008 as amended and related explanatory circulars and implementing Ministerial Decrees in force, as well as the legislation on environmental protection, where applicable, referred to in Legislative Decree 152/2006 and subsequent amendments.

11.4 The Contractor guarantees that the Personnel is adequately trained and informed on the current regulations and laws in force regarding health and safety in the workplace and will be promptly informed and made aware of any provision that the Company deems appropriate to communicate to the Contractor itself not only in terms of safety.

11.5 The Contractor also declares to have been informed about the risks present within the structures and environments in which the Services are to be provided and/or the Works are to be carried out, about the risks due to any interference with activities carried out by Third Parties, about the prevention and protection as well as on the evacuation, emergency and first aid measures adopted and undertakes to respect and implement all the obligations imposed on it in the DUVRI, possibly attached to the PO, according to the regulatory provisions of Legislative Decree 81/08. In the case of activities that involve the discipline referred to in Title IV, Legislative Decree 81/08 and subsequent amendments, the Company will notify the Contractor in good time of the provisions and instructions necessary for the professional application of the relevant provisions.

11.6 The Contractor undertakes for himself and for the Personnel and in general for the personnel who will work on his behalf, to adopt all the measures and precautions necessary to guarantee the safety and physical safety of the Personnel, of the Company's workers, or third parties operating at the company premises, as well as to avoid damage to the assets of the Company, of the Company's workers or of third parties. It is expressly agreed between the Parties that any additional charges deriving from compliance with the aforementioned technical standards and prescriptions, even if they entered into force after the signing of the PO, will remain the sole responsibility of the Contractor who cannot, therefore, make claims for compensation, for any reason, against the Company.

11.7 In case of non-compliance with the health and safety regulations of workers in the workplace and environmental protection and/or the written and provided instructions and/or failure to implement the provisions of the current Legislative Decree n. 81/08 and subsequent amendments, the Company may terminate the contractual relationship by right pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to request compensation for damage.

12 CONFIDENTIALITY

12.1 Aware of the professional responsibility created by the relationship with the Client, the Contractor undertakes not to provide and to prevent its Personnel from providing third parties with information concerning the activities covered by the PO and, in any case, to make any news of which in possession of a use such as not to cause any prejudice to the Client.

12.2 If the violation of any of the above obligations results in damage to the Client, the latter may terminate this agreement pursuant to art. 1456 of the Italian Civil Code, except in this case, however, the right of the Client to claim compensation for damages.

13 LIABILITY AND CHARGES OF THE CONTRACTOR

13.1 The Contractor is solely responsible for including, by express agreement, in the contract consideration, assuming the Contractor with the signing of the PO any consequent risk, unless otherwise agreed between the Parties, all the following charges, obligations and expenses integration and/or specification of those provided for in the remaining contractual documentation, as well as any other charge which, even if not expressly mentioned, is in any case necessary for the perfect fulfillment of the object of the PO:

- any performance of the rodmakers, topographers, tools and instruments for surveys, tracing and measurements relating to the operations of delivery, verification, accounting and testing of the activities;
- the tracing necessary for the precise determination and execution of the works and the conservation of the references relating to accounting until testing; as well as the conservation, until testing, of the planimetric and altimetric cornerstones received in delivery, providing in advance for their controlled and accurately reported movement in the event that they fall within the areas occupied by the road body or works of art;
- the tracing necessary for the precise determination and execution of the works and the conservation of the references relating to accounting until testing; as well as the conservation, until testing, of the planimetric and altimetric cornerstones received in delivery, providing in advance for their controlled and accurately reported movement in the event that they fall within the areas occupied by the road body or works of art;
- expenses for testing operations and for test operations, static and dynamic, destructive and non-destructive, including assistance, only excluding the fee for the testers;
- assistance with material testing and environmental and geotechnical monitoring, carried out by the construction management or by laboratories appointed by it, through the provision of materials, equipment, workers, means of work and anything else necessary;

- the installation, connection of technological systems, cleaning and storage - up to the testing of the works - of the first aid facility for workers;
- the supply of photographs of the works in the various periods of their development, in the number and dimensions that will be requested by the construction management;
- the payment of any toll costs on the motorway for all operating machines and means of transport necessary for the execution of the works;
- obtaining the authorizations for the execution of activities involving noisy emissions which must be requested by the Contractor from the Environmental Protection Service - Noise Pollution Office - of the Municipality concerned;
- the restoration of the sites, the evacuation, once the activities are completed, of any provisional work, residual materials, debris, cleaning of the road surface, the regularization of the land and anything else relating to construction and contracting works;
- the adoption, during the course of the activities, of all the necessary precautions to avoid breakage of cables, pipes and infrastructures. Any damage will be charged, without prejudice to the request for refreshment for the greater damage suffered;
- any removal and subsequent rearrangement of electrical and / or telephone cables must be carried out with the utmost attention and scrupulousness, adopting all the necessary precautions to avoid injury to the cables themselves or to other works. Any damage will be charged without prejudice to the request for restitution of the greater damage suffered;
- all the paperwork and charges for any temporary occupation of public and private areas for service roads, for access to the construction site, for detours and temporary conservation of public and private roads (according to the requirements and with the charges that may be imposed by the owners) and for everything necessary for the execution of the works;
- all the necessary precautions to avoid any pollution of groundwater or waterways as well as atmospheric and environmental, as well as the removal, transport to authorized landfills and environmental redevelopment of abandoned areas;
- the personnel present on site must have an identification card bearing the name, qualification and company to which they belong. Personnel who are not registered in the communications of presence and without an identification card will be removed from the site.

13.2 The Contractor, with reference to the obligations assumed by signing the Contract, waives the right pursuant to art. 1460 of the civil code.

13.3 The Contractor shall send weekly to the Works Management, where required, a progress report of the works which contains the following information:

- opening and closing hours of the site for each working day / night;
- operating machines used, type and number;
- problems or impediments encountered.

14 DAMAGES, LIABILITY AND INSURANCE

14.1 The Client will in any case be completely relieved of any and all civil liability for damages, direct or to third parties, which may occur during the performance of the activities covered by the PO and which are not attributable to it. The Contractor is responsible for any injuries, or death of persons and/or damage to property of the Client and of Third Parties, deriving from violation of the GCS, from the conduct of the Contractor or of its employees and/or collaborators in any capacity, as well as by the fact of the companies to which the Contractor has possibly subcontracted or subcontracted all or part of the activities covered by the PO. The Contractor undertakes to indemnify and hold harmless the Client from any liability resulting from the above facts.

14.2 The Contractor will be responsible for all purposes for any damage caused to third parties and in any case related to the activity carried out directly or indirectly also through subcontractors. To this end, the Contracting Party will maintain for the entire duration of the activities an appropriate insurance coverage, stipulated with a primary company, for all risks, including those deriving from the violation of these GCS and, in any case, without prejudice to any further greater coverage that is requested by the Client. If a ceiling for the aforementioned insurance coverage is specified in the PO, it must be respected by the Contracting Party.

14.3 *Indemnity*: Contractor will indemnify the Company from any liability, cost, expense, damage and loss suffered or sustained by the same as a result of or in relation to any request for compensation made against this:

- for actual or alleged infringement of the intellectual property rights of third parties deriving from, or in connection with, the manufacture, supply or use of the Services and/or Works ordered, but only to the extent that the request for compensation is not it is attributable to acts or omissions of the Contractor;
- by third parties for death, personal injury or material damage deriving from, or in connection with, defects in the Services and/or Works, insofar as such defects are attributable to acts or omissions of the Contractor, its employees, agents o subcontractors; and by third parties deriving from or in connection with the provision of

the Services and/or Works, to the extent that such request for compensation is filed due to non-fulfillment, negligence, or delay in the fulfillment of the obligations under the Contract by the Contractor, its employees, agents or subcontractors.

14.4 Where required by the nature of the activities referred to in the PO, the Contractor assumes as of now, on an exclusive basis, all the obligations and responsibilities that the current provisions of law provide for the figure of the Project Manager of the Works. The appointment of the Works Manager will in any case be confirmed with a specific communication.

14.5 If the PO provides for the drafting of a project, the Planner in charge must obtain, within 5 days from the signing of the PO, a professional civil liability policy for the risks deriving from the performance of the activities for which he is responsible, for the entire duration of the activity and up to the date of the administrative technical test.

14.6 The professional civil liability policy of the designer referred to in the previous paragraph must cover in favor of the Client all the risks deriving from the performance of the activities of its competence carried out under the PO and in particular must cover, in addition to the new design costs, also the higher costs that the Client had to bear for variations deriving from the occurrence of errors or omissions in the project and made necessary during execution.

14.7 The professional civil liability policy is provided for not less than 10% (ten percent) of the amount of the planned works. Failure by the designer to submit the warranty policy will result in the legal termination of the Contract pursuant to art. 1456 of the Italian Civil Code and the non-issuance of the approval for the payment of the professional fee (payment to be made in any case by the Contractor) for any activities already performed.

14.8 In case of application of the legislation referred to in Title IV, Legislative Decree 81/08 and subsequent amendments, the Contractor must also send to the CSE ("*Coordinator for Safety during Execution*") already appointed by the Works Manager, with frequency fortnightly, a report on the general progress of the construction site, highlighting the main problems and listing any information on other supplies to the Client, failing which delays could occur in the progress of the works; furthermore, any changes already made to the executive project and which have already been approved by the Client or by the professional specifically delegated by the Client itself, as well as those that may be expected to have to be adopted, all accompanied by an assessment of the relative economic impact, must be reported, also in order to obtain the necessary prior favorable opinion from the Client or the professional appointed by the latter. The same report must also indicate the measures adopted or to be adopted falling within the autonomy of the Contractor referred to in the following art. 20 (Compliance with legislative decree 81/08 and subsequent amendments and additions). Finally, the aforementioned report must be sent to the Works Manager for his direct examination.

14.9 As referred to in Article 11 above, towards the Personnel, the Contractor undertakes to ensure compliance with all applicable laws, regulations, agreements, collective bargaining agreements as well as to ensure compliance with all obligations relating to insurance, social security, accident prevention, with charges fully borne by the Contractor in charge of the construction of the site.

14.10 The Contractor also undertakes to transmit to the Client (if not already delivered previously and still valid) the Chamber of Commerce registration document (C.C.I.A.A.)

14.11 In any case, the following charges will be borne by the Contractor, by way of example and not limited to:

- motorway tolls for the transit of its vehicles on the motorway;
- the adoption of the best measures to avoid damage to both the property of the Company and that of the lessor and to third parties or their property;
- the supply, installation, supervision and removal of preparations and related day and night regulatory signs, which may become necessary for the diversion or partialization of motorway or road traffic to allow the services covered by the PO;
- all charges related to the coordination of safety, both in the executive design and construction phases, to the construction management and the position of project manager.

15 SUBCONTRACTING

15.1 It is absolutely forbidden to subcontract all or part of the activities covered by the PO pursuant to art. 1656 of the Italian Civil Code, unless express and prior written authorization issued by the Client.

15.2 Attached to any request for subcontracting must in any case be sent the valid and updated Chamber of Commerce certificate and DURC of the company to which the Contractor proposes to subcontract and the share or nature of the works and / or services that are intended outsource.

15.3 In the event that the subcontract is authorized in writing, the Contractor also assumes the obligation to send the Client a copy of the subcontracting agreement as well as, within 20 days from the date of each payment made in its favor by the Client, a copy receipted invoices relating to payments made to the subcontractor with an indication of the guarantee withholdings made.

15.4 The ascertained violation of the aforementioned provisions constitutes a hypothesis of serious contractual breach with the consequent right of the Client to request termination of the contractual relationship. In particular, the non-fulfillment of the obligation of transmission within the aforementioned term of the received invoices relating to the payments paid to the subcontractor constitutes a serious contractual breach by the Contractor to the extent that it is ascertained that the same is not the result of a mere delay in transmission. but of an actual non-payment towards the subcontractor. Failure to produce these copies of the received invoices will also result in the immediate suspension of payments.

15.5 In any case, the authorization to subcontract does not in any case constitute an assumption of responsibility by the Client towards the subcontractor and therefore the Contractor remains solely responsible towards the subcontractor himself and in no case the latter can claim any claim for no reason against the Client.

15.6 The ascertained violation of the aforementioned provision constitutes a hypothesis of serious contractual breach with the consequent right of the Client to terminate the contractual relationship pursuant to art. 1456 of the Italian Civil Code.

15.7 The termination of the effects of the PO will result in the consequent lapse of the effects of the subcontract.

15.8 Ex art. 1670 C.C., the responsibility for defects and discrepancies remains with the Contractor. If the subcontractor causes damage to the Client, these will be compensated by the Contractor, which can then take recourse against the subcontractor.

15.9 Liability for any damage to third parties lies with the subcontractor.

16 TERMINATION FOR DEFAULT - EXPRESS TERMINATION CLAUSE – TERMINATION FOR CONVENIENCE

16.1 Termination for default: In the event of a serious breach by the Contractor of the legal obligations or of the Contract, the Client, without prejudice to the application of penalties, subject to formal warning and indication of an appropriate deadline to comply, has the right to declare the termination of Contract law pursuant to art. 1454 C.C. and to forfeit the deposit, where applicable, as well as to proceed with the execution to the detriment of the Contractor.

16.2 The Client's right to compensation for any greater damage remains unaffected, without prejudice to any other right.

16.3 Express termination clause: In the event of the Contractor's non-fulfillment of the obligations under the contractual relationship, the Client will have the right to terminate pursuant to art. 1456 of the Italian Civil Code the same contractual relationship, by giving notice by registered letter with return receipt, without prejudice to the right to apply penalties and to obtain compensation for any damages suffered and suffered by the Client, in the event of violation of the following provisions:

art. 2 - obligations of the Contracting Party; art. 4 - Purchase Order; 5 - Methods of execution and delivery; 9 - Delays and force majeure; 11 - Provisions for the protection of workers; 12 - Confidentiality; 13 - Responsibilities and obligations of the Contracting Party; 14 - Civil liability policy; 15 - Subcontracting; 17 - Intellectual property; 18 - Compliance with laws, regulations and environmental regulations; 19 - Supervision and control; 20 - Accident prevention, safety in work areas, safety and health of male and female workers; 21 - Rules for the execution of road and motorway works; 23 - Warranty; 29 - Organization, management and control model pursuant to Legislative Decree 231/2001; 30 - Traceability of financial flows; 34 - Laws that came into force after the publication of these GCS.

16.4 If the Contractor has not started the Works and/or Services within 30 days, natural and consecutive, from the date of obtaining the permits or from the date of presentation of the "SCIA", the Client has the right to terminate the contractual relationship by means of written communication, without the Contractor being able to demand compensation or reimbursement for any activities already carried out or costs incurred.

16.5 Termination for convenience: The Client, at its sole discretion, will have the right at any time to totally or partially withdraw from the contractual relationship with a notice of at least 30 (thirty) days to be sent to the Contractor by registered letter with return receipt or by PEC. In case of exercise of the right of withdrawal, both total and partial, no sum will be due to the Contractor by way of compensation for damage or compensation for the early termination of the contractual relationship, even in derogation of the provisions of art. 1671 of the Italian Civil Code.

16.6 Withdrawal does not limit the Client's right to apply penalties or other indemnities, to enforce performance guarantees and to exercise any other right currently accrued.

16.7 In addition to the above, the Client has the right to withdraw from the PO at any time for just cause and without notice, even if the PO itself has already been accepted by the Contractor, and without being able to be asked for compensation or any compensation, in the following cases:

- 1) merger, assignment, transfer, substantial modification of the Contractor's corporate purpose which significantly affect the guarantees of reliability and/or solidity of the same;
- 2) indictment of the Contractor or his administrator and/or legal representative for crimes relating to business management.

17 INTELLECTUAL PROPERTY

17.1 Unless otherwise agreed upon in the Contract, the rights of ownership and/or economic exploitation of the designs, intellectual works, intellectual creations, software procedures and other material and documentation created, invented, prepared or created by the Contractor or by its employees and collaborators, in the context and on the occasion of the execution of the Contract, are the exclusive property and ownership of the Client, including the invention of products or processes likely to be patented. The Contractor will not be entitled to any further compensation beyond that agreed in the Contract.

17.2 The Contractor guarantees the Client at all times against any and all claims by the owners or concessionaires of patents, trademarks, licenses, designs, models and other intellectual property concerning supplies, materials, systems, procedures and all means used in the execution of the Contract.

17.3 The Contractor is responsible for all charges connected with obtaining the rights to exploit patents, trademarks, licenses, designs, models and other intellectual property.

17.4 The Client remains unrelated to the relationships between the Contractor and the patent holders and to any disputes between them, expressly obliging the Contractor to relieve the Client from any action that the owners or concessionaires referred to in the first paragraph of this article should initiate in its comparisons.

17.5 The Contractor also undertakes to put in place everything necessary so that the Client can exercise the right to repair or have third parties repaired the organs, components or devices supplied by the Contractor and to procure the necessary spare parts without being due no compensation to the owner and/or licensee.

18 COMPLIANCE WITH LAWS, REGULATIONS AND ENVIRONMENTAL STANDARDS

18.1 The Contractor, under his sole responsibility, undertakes to comply with the laws and regulations, standards and prescriptions of the competent Authorities regarding labor contracts, safety, health and hygiene at work, pursuant to Legislative Decree Lgs. 81/2008 and subsequent amendments, concerning the use and control of products, apparatuses, equipment that are dangerous or harmful to humans and the environment and anything else that may affect the execution of the Order.

18.2 The Contractor also declares and guarantees with particular reference to regulations such as, by way of example, the regulation in the context of Golden Power (legislative decree March 15th 2012, n.21, converted, with modifications, by law May 11th 2012, n.56 s.m.i.) will be required to its application, as well as full cooperation with the Company in order to better carry out, among other things, any and / or remedies delegated by the competent measures.

18.3 The Contractor also undertakes to observe and enforce all the provisions prescribed by the regulations on the transport and / or disposal of waste pursuant to Presidential Decree 23/08/1982 n. 691, L. 09/11/1988 n. 475, D.L. 08/11/1995 n. 463, D.L. 06/09/1996 n. 462, L. 11 November 1996, n. 575, Legislative Decree 05/02/1997 n. 22 and subsequent amendments and additions, and, where possible, the requirements set by the Uni En ISO 14001: 2015 standard, as well as the provisions of Legislative Decree 14/03/2014, n. 49 and by Legislative Decree 3 April 2006, n. 152 and subsequent amendments

18.4 Finally, the Contractor is responsible for all charges of an economic, social security, social security and insurance nature of any kind, in accordance with the laws, regulations and rules in force.

18.5 The Contractor's employees will not be considered to be employees of the Contractor for the purposes of the execution of the PO, meaning the Client completely unrelated to any and all relationship between the Contractor and the people aforementioned. Consequently, the Contractor undertakes to keep the Client harmless from any claim that may be advanced against it, for any reason, by the subjects employed in carrying out the assignment.

19 SUPERVISION AND CONTROL

The Client reserves the right to control directly or indirectly pursuant to art. 1662 C.C. at any time the execution of the entire activity in all phases of its realization to verify that the execution of the Work or Services proceeds in strict compliance with the regulations referred to in Legislative Decree 81/08 smi, both in a workmanlike manner and according to the conditions established in the PO. In the event of a reminder by the Client regarding the lack of adequate safety prevention, the Contractor will be obliged to immediately take all necessary measures in accordance with the law and according to any indications of the Client. In the event of discrepancies in the realization of the Work and/or the provision of the Service, the Client may set the Contractor a deadline within which the same must act to realign the contractual obligations. This without prejudice of the application of Article 16.

20 ACCIDENT PREVENTION - SAFETY IN WORK AREAS - SAFETY AND HEALTH OF WORKERS

20.1 The Contractor undertakes to fully comply with Legislative Decree 81/08 and subsequent amendments and any other legislation on health and safety at work.

20.2 Therefore, during the execution of the Works and/or the provision of the Services referred to in the PO, the Contracting Party must adopt suitable preventive measures aimed at safeguarding the safety and health of workers

and any other person present in the work areas, as required by laws, regulations and the best technique, taking into account the particularities of the work activities and experience on the subject, as well as implementing the measures all established in the documents relating to safety.

20.3 The Contractor, in relation to the activities referred to in the PO, expresses suitable technical and professional skills, while communicating any other information through the attachments, which form an integral part of the contractual relationship (self-certification pursuant to Article 47 of Presidential Decree 445/2000 and related attachments in relation to the professional technical requirements). In the event of subcontracting (including hot freight and/or supply with installation), or entrusting to self-employed workers of activities in execution of the Contract, and under the conditions permitted by the same, the Contractor must transmit similar documentation in advance - except for what can be replaced by self-certifications by the Contractor itself, as a further condition, without prejudice to the other provisions of the Contract, of access authorization for the new subject, accompanied by its own self-certification pursuant to art. 47 Presidential Decree 445/2000, which certifies what is declared by the interested party.

20.4 The Contractor is not authorized to initiate the required activities with the PO, unless after having duly completed, signed and returned to the Client the aforementioned self-certification (with its attachments) under penalty of immediate forfeiture of the PO itself; the same consequence will occur in the event of changes in the aforementioned requirements, subsequent to the relative self-certifications, not previously communicated to the Client and accepted by it.

20.5 The Contractor, before the start of all activities, must confirm that it has become aware of the risks of any nature present in the work area in order to take all the necessary and prescribed measures for the protection of the health and safety of workers, also in order to avoid interference between different employers and/or self-employed workers and/or third parties possibly involved in the work; for this purpose, the Contractor must participate in the specific coordination meeting called by the project manager and/or by the person designated by him (e.g. works manager, coordinator for the execution) and/or by the technical manager of the Client, meeting of which minutes will be drawn up.

20.6 The Client will have every right to carry out inspections and assessments, as well as to request news or information from the Contractor regarding compliance with the provisions of this article, including the continuation of the requirements, as well as to order the suspension of work for any violation of preventive measures.

20.7 The effectiveness of the PO is subject to the delivery by the Contractor, and to the relative approval of the Client, of all required documentation (e.g. self-certification, document for determining the costs for safety compiled) as well as participation in the cooperation meeting and coordination with signing of the related minutes. These requirements are indispensable requirements without which the Contractor will not be able in any way to start the work referred to.

20.8 Failure, even partial, by the Contractor of one of the obligations referred to in this article, may result in the legal termination of the Contract, pursuant to Article 1456 of the Civil Code, without prejudice to compensation for any damages.

20.9 Likewise, any non-compliance with the wage, contributory and tax obligations in favor of the employees having cause, directly or indirectly by the Contractor, will result in the legal termination of the Contract, obliging the same Contractor to exhibit - upon simple request - any document necessary for the verification of the aforementioned obligations.

20.10 The Contractor must also provide for:

- a) to carry out a preliminary inspection - where necessary due to the nature of the activity - on the site indicated for the execution of the activity itself;
- b) to deliver, before the start of the works, to the project manager and/or to the person designated by him (e.g. works manager, coordinator for the execution) and/or to the technical manager of the contract for the Client, written information concerning the risks arising from its activity, as well as a declaration certifying the acknowledgment of the specific risks existing in the workplace in which it is intended to operate, following the outcome of the inspection;
- c) to comply with the measures established in the Single Interference Risk Assessment Document ("**DUVRI**"), or in the Safety and Coordination Plan ("**PSC**") which have been prepared, respectively, by the works supervisor or by the safety coordinator, through the necessary adjustments to their security measures, as well as deliver to the same subjects a copy of their operational safety plan or in any case of their own safety plan relating to the activities to be carried out (as per attachment), together with the report of specific consultation with their safety workers ("**RLS**");
- d) if the Contractor intends to make use of any subcontractors, self-employed workers and suppliers, he must first propose to the Works Manager or the person designated by him (e.g. safety coordinator for the execution) and/or to the technical manager of the contract for the Client any interference (with consequent proposal to update the DUVRI or PSC) of their activity with those already in place, delivering - moreover - the operational plan for safety and the relative report of consultation with RLS prepared by the same

- subcontractors, self-employed workers or suppliers, being precluded, up to the specific authorization of the aforementioned subjects, the possibility of allowing such subjects to access the work areas;
- e) in case of subcontracting or self-employment of part of the activities covered by the Contract, the client employer (i.e. the Contractor) verifies the technical and professional suitability of the subcontractors with the same criteria as above, assuming the role of contractor and delivering the relevant documentation, both in relation to his own declarations of verifying the aforementioned check and to the declarations of the subcontractor and in relation to documents and/or safety plans, to the works supervisor;
 - f) to deliver to the project manager and/or to the person designated by him (e.g. construction manager, coordinator for the execution) and/or to the technical manager of the contract for the Client the specific determination of the safety costs deriving from the measures established for the elimination and/or reduction of interference, with any proposed changes, if they have already been determined (in the case of PSC). This determination has a purely reconnaissance and non-novative nature with respect to the methods for determining the cost of the supply pursuant to the specific provision of the Contract;
 - g) always have a representative in the work areas, whose name must be communicated in advance to the Client or to the person designated by it (e.g. site manager, construction manager, construction manager, execution coordinator, coordinator, assistant, other) and/or to the "plant organizational unit" of the competent branch management and/or to the different competent territorial structure, to which the representative may receive all communications, including legal ones, in addition to verbal or written orders relating to services; at said representative, for the aforementioned purposes, the Contractor elects a further and alternative special domicile;
 - h) to participate in the cooperation and coordination meeting before the start of the activity;
 - i) bring to the knowledge of all its employees the documents required, according to the characteristics of the activities and environments, for the protection of health and safety at work (DUVRI or PSC; Operational Safety Plan so-called "POS"; safety data sheets machines, substances and equipment and anything else) and send a copy to any subcontractors, self-employed workers and suppliers, so that they can comply with them and in turn draw up the necessary documents;
 - j) to deliver, before the start of the activities, the documentation deriving from the presence of any subcontractors, self-employed workers and suppliers to the project manager and/or the person designated by him (e.g. construction manager, coordinator for the execution) and/or to the technical manager of the contract for the Client;
 - k) to take care of the delimitation of the entire area, assuming all the duties of custody of the same and of the equipment and vehicles located there, from delivery to testing;
 - l) to make all its employees, as well as any subcontractors, self-employed workers and suppliers observe the above rules and provisions, guaranteeing their specific supervision;
 - m) to check the timely and correct use of the equipment and personal protective equipment appropriate or prescribed for the risks associated with the work and operations to be carried out and that the aforementioned persons use the utmost diligence in the custody and use of the work equipment;
 - n) to ensure that all the equipment and means of work are following the regulations in force;
 - o) to immediately inform the project manager and/or the person designated by him (e.g. construction manager, coordinator for the execution) and/or the technical manager of the contract for the Client in the event of injury or accident and to comply, in such cases, to all the duties prescribed by law;
 - p) to comply with the qualification system that should be introduced in application of art. 27 of Legislative Decree 81/08, under penalty of exclusion from the contract with the right to only the consideration for the activity carried out and loss of any hypothesis of loss of earnings.

This indication has a purely acknowledgment with respect to the methods of determining the cost of the supply referred to in the specific provision of the Contract.

20.11 The Contractor, after the closure of the construction site and/or activity and/or for activities not foreseeable upon signing the PO, may be called upon to carry out further activities; in this case it will have to comply with the measures established in the DUVRI and with any safety file that had been prepared in the pre-existing site, which will be prepared by the Client or by the person designated by it (e.g. works manager or construction manager or coordinator), by making the necessary adjustments to their security measures, as well as making a copy of their Risk Assessment Document relating to the activities to be performed available to the same subjects.

20.12 The effectiveness of the PO is conditional on the delivery by the Contractor and the relative approval of the Client, of all required documentation (e.g. self-certification, document for Determination of costs for safety completed) as well as participation in the cooperation and coordination meeting with signing of the related minutes. These requirements are indispensable requirements without which the Contractor will in no way be able to start the work in question.

20.13 Failure, even partial, by the Contractor, of one of the obligations referred to in this article, may result in the legal termination of the Contract, pursuant to Article 1456 of the Civil Code, without prejudice to compensation for any damages.

20.14 Likewise, any non-compliance with the wage, contributory and tax obligations in favor of the workers having cause, directly or indirectly by the Contractor, will result in the legal termination of the Contract, obliging the Contractor to exhibit - upon simple request - any necessary for the verification of the aforementioned obligations.

21 RULES FOR THE EXECUTION OF ROAD or MOTORWAY WORKS

21.1 In all cases in which the Works and/or Services must be carried out along the road sections open to traffic and related appurtenances, the Contractor must scrupulously observe and enforce the rules provided for by current legislation (Highway Code "CdS", Decree of 10 July 2002 "*Technical regulations relating to signage schemes, differentiated by road category, to be adopted for temporary signposting*").

21.2 For works related to Title IV, of Legislative Decree 81/08 and subsequent amendments, the Client will act in accordance with the provisions of Legislative Decree 81/08 and subsequent amendments, coordinating with the manager of the section of competence. In the case of works on the motorway, the Contractor must strictly respect and enforce the provisions of the technical specifications provided by the manager of the motorway section of reference to be considered an integral part of each PO. In addition to the above:

21.2.1 the Contractor is also required to comply with all other possible requirements, to safeguard the traffic that the Client and/or the manager of the road or motorway section deems to issue in addition to the aforementioned regulations.

21.2.2 In the case of works relating to activities relating to the motorway, the Contractor must act independently to request the related permits, if necessary.

21.3 It is understood that the Client reserves the right to suspend any operations connected with this order if it or the section manager identifies anomalies and/or inconsistencies that interfere with road or motorway traffic.

21.4 It is also understood between the Parties that the regulations referred to in paragraphs 21 et seq. will possibly also be applicable to other types of contractual relationships with different operators, such as by way of example and not limited to: RFI ("*Italian Railway Network*"), or airports (e.g. "*ADR - Rome Airports*").

22 TESTING

Once completed, the Work or Service rendered on the basis of the PO, will be subjected to a technical - qualitative check, according to the indications given in the appropriate attachments and according to the provisions that will be issued by the Client. This check must be recorded in a signed report. The Contractor will endeavor to allow the Client to carry out the verification/testing within a reasonable time. This verification/testing does not exempt the Contractor in the event of any flaws, discrepancies or defects that emerge subsequently. The payment of any down payments does not in any case imply tacit acceptance by the Client. The Contractor will have to comply with all the activities foreseen at its expense without being entitled to any additional compensation in addition to what is already provided for in the Contract.

23 WARRANTY

The Contractor is required to guarantee the defects and discrepancies of the Work and/or the Service. In particular, all the material supplied and/or the Works and/or Services will be guaranteed against any defect and vice of manufacturing, assembly and construction, for a period of 10 (ten) years for the aluminum and steel parts and 24 (twenty-four) months for the remaining parts, starting from the date of the approval report. In the event of discrepancies and/or defects, the Client has the right to request the exact fulfillment of the obligations set forth in the Contract pursuant to Articles 1453/1460 of the Italian Civil Code.

24 TECHNICAL DOCUMENTATION

At the simple request of the Client, the Contractor will transmit to the Client the technical and construction data that may be necessary for carrying out administrative procedures relating to the constructions and installations in question at the competent bodies.

25 APPLICABLE LAW AND JURISDICTION

25.1 The GCS are governed by Italian law.

25.2 For any dispute that may arise between the Parties regarding its validity, existence, efficacy, interpretation, execution and / or resolution, the Court of Rome will have sole and exclusive jurisdiction, even in derogation from the ordinary criteria of competence.

26 DATA PROTECTION

26.1 Each Party is the independent Controller ("**Controller**") of the personal data ("**Data**") exchanged or acquired on the occasion of the stipulation and execution of this document and will be processed by them for the execution of what is established in this document, compliance with the principles and rules contained in the European Regulation 679/2016 ("**GDPR**") and in Legislative Decree 196/03 and the legislation in force.

26.2 The Data Controllers will process the data, identifying and non-sensitive (in particular name, surname, address, e-mail) voluntarily communicated, for example during the negotiation of the contractual relationship, preparation of estimates, signing of the contract.

26.3 The legal basis of the data processing is related to the service purposes and therefore: the execution of the contract and/or the fulfillment of pre-contractual commitments, the fulfillment by the Controller of legal obligations (e.g. compilation and processing of declarations tax and related obligations), as well as the pursuit of the legitimate interest of the Data Controller (e.g. verification of solvency and anti-fraud activities, prevention and repression of illegal acts). The provision of Data for the aforementioned service purposes is mandatory: these Data are essential for the experimentation of the contractual relationship between the Controllers. Therefore, if they are not conferred, the contractual relationship cannot be established.

26.4 The Data will be kept for a period of 10 years starting from the termination of the contractual relationship and will be made accessible to internal personnel (as authorized subjects, internal contacts, system administrators) or to subjects who provide outsourced services on behalf of the Data Controller. (as "*Data Processors*").

26.5 Unless otherwise agreed between the Parties, the Data will be processed within the European Union and may only be disclosed to authorities, consultants or other persons authorized to request the Data.

26.6 Data subject, as defined by the GDPR, will be able to exercise the rights referred to in Articles 15,16,17,18,20,21 of the GDPR, as well as the right to lodge a complaint with the supervisory authority.

26.7 Requests for information on the processing of Data or the exercise of rights may be forwarded, in the case of requests to the Company, by sending an e-mail to the address: personaldata@cellnextelecom.com.

26.8 In this context, the Company announces that it has appointed the Data Protection Officer ("**DPO**") pursuant to Article 37 of the Regulation, who can be contacted for questions relating to the processing of Data, at the following addresses: personaldata@cellnextelecom.com.

27 RELATIONS WITH THE PUBLIC ADMINISTRATION BY MEANS OF THIRD PARTIES

By signing the PO, the Contractor certifies the non-existence of conflicts of interest (e.g. the affiliation of the entrant to the Public Administration) or of causes hindering the performance of the related services, such as any disqualification conditions pursuant to Legislative Decree 231/01 and subsequent amendments (inter alia, art.9, co. 2, art.13 and 14 etc.)

28 PERIODIC REPORTING

The activities covered by the PO must be subject to periodic reporting by the Contractor at least quarterly. The technical manager will have full power to check the aforementioned reporting and make all checks deemed appropriate on the activity carried out.

29 ORGANIZATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO LEG. 231/2001

29.1 The Contractor, by signing this deed, undertakes to comply with the rules and ethical principles established in the Code of Ethics, available on the website <https://www.cellnextelecom.com/it/comitato-etico-e-compliance>, which defines the values by which the Company is inspired in achieving its objectives, also for the purposes of preventing the offenses envisaged by Legislative Decree 231/2001, and subsequent amendments and additions.

29.2 The violation of even one of the provisions contained in the Code of Ethics will give the Company the right to terminate the Contract by right and with immediate effect, by communicating in writing to the Contractor the will to make use of this clause, without prejudice to any request for compensation for damages resulting from the contractual termination.

29.3 By signing the Contract, the Contractor declares that he has no relations with public administrations such as to affect the aforementioned Code of Ethics.

29.4 The Contractor declares to be aware of and to have read, in all its parts, the Organization, Management and Control Model adopted by the Company in compliance with the regulations introduced by Legislative Decree 8 June 2001 n. 231 on the subject of "Administrative Liability of Entities", the legislation of which he also declares to be aware of and therefore undertakes, towards the same Company, to fully comply, as far as he is entitled, with the rules and procedures provided therein and / or (implicitly or explicitly) referred to, as applicable from time to time. In the event of violation of this provision, it is understood between the parties that the Company may apply the disciplinary sanctions provided for by third parties in the aforementioned Organization, Management and Control

Model (to be understood herein as fully referred to and accepted) and to consider, in the most serious, terminated the Contract, pursuant to and for the purposes of Article 1456 of the Civil Code. civ.

30 TRACEABILITY OF FINANCIAL FLOWS

In the event of an Order related to a supply for public contracts of works, supplies and services, the Contractor, as subcontractor or subcontractor of the Client, assumes the obligations of traceability of financial flows pursuant to Law 136/2010 as amended. In all subcontracting contracts, a specific clause must be inserted, under penalty of absolute nullity, by which each subcontractor of the supply chain assumes the obligations of traceability of financial flows pursuant to Law 136/2010. Of this circumstance, the Contracting Party must give direct and timely evidence to the Client who, in accordance with the law, verifies compliance with this obligation by the Contracting Party itself. The Contracting Party and the subcontractor are also required to notify the Client and the Prefecture - Territorial Office of the Government of the competent province of any non-fulfillment by their counterpart of the traceability obligations referred to in Law 136/2010. Failure to use a bank transfer or other suitable tools to allow full traceability of transactions will result in the activation of the express termination clause referred to in art. 16.

31 EXCLUSIVITY CLAUSE

The activities referred to in the PO are not exclusive, therefore the Client reserves the broadest right to entrust all or certain activities referred to in the PO to other subjects, without the Contractor being able to oppose anything or make any claims whatsoever.

32 COMMUNICATIONS AND CONTRACTUAL DOMICILE

All communications between the Parties must be formalized in writing at the contact details indicated in the corresponding PO.

33 LEADING CLIENTS

33.1 The Contractor undertakes to guarantee the Company the treatment reserved for its primary customers. Therefore, the Contractor declares and guarantees that, with the same terms and conditions of supply, the unit prices are not and will not at any time be higher than those charged to other customers of primary importance for the same Services.

33.2 If the Contractor, for commercial policy reasons, finds himself in the position of having to make sales on the Italian market at prices lower than those charged to the Company, Contractor must inform the Company in advance and agree with it a possible modification to those applied to the latter, if applicable also with retroactive effect.

33.3 The Contractor undertakes as of now to include the Company in the list of priority operators for the first field verification of new products or solutions (so-called "First Office Application" or "FOA").

34. RULES OF LAW COMING INTO FORCE AFTER THE PUBLICATION OF THE GCS.

34.1 Any legal provisions, community regulations of immediate application in Italy and in any case, in general, primary and/or secondary legislative acts that repeal or modify in whole or in part clauses contemplated by these GCS will automatically replace the rules referred to in these clauses without the need for an adaptation of these GCS.

34.2 It is the responsibility of the Contractor and in any case of the Parties to inform themselves and keep themselves updated on the current and current reference legislation contained in these GCS without the change in said legislation being used as a reason and/or justification for the failure or inaccurate fulfillment of these GCS.

For acceptance
The Contractor

Pursuant to and for the purposes of articles. 1341, second paragraph and 1342 of the Italian civil code, the Contractor declares to have taken full knowledge and to specifically approve the following clauses:

articles 2 - Obligations of the Contracting Party; 4 - Purchase Order; 5 - Methods of execution and delivery; 6 - Compensation; 7 - Invoicing and payments; 8 - Nature of the consideration; 9 - Delays / force majeure; 10 - Collaborators and personnel of the Contracting Party; 11 - Prescriptions for the protection of workers; 13 - Responsibilities and obligations of the Contracting Party; 14 - Civil liability policy; 15 - Subcontracting; 16 - Termination for default, express termination clause, termination for convenience; 17 - Intellectual property; 18 - Compliance with laws, regulations and environmental regulations; 19 - Supervision and control; 20 - Accident prevention, safety in work areas, safety and health of male and female workers; 21 - Rules for the execution of road

or motorway works; 22 - Testing; 23 - Warranty; 25 - Applicable law and jurisdiction; 28 - Periodic reporting; 29 - Organization, management and control model pursuant to Legislative Decree 231/2001; 30 - Traceability of financial flows; 31 – Exclusivity clause; 33 - Primary customers; 34 – Rules of law that came into force after the publication of the GCS.

For acceptance
The Contractor
