

1. Definitions

AirPoint means the visual indicator with which the positioning of each of the devices is indicated.

AirMap means the map of the venue, on which the Airpoints are graphically indicated in their exact location.

Force Majeure: means any event, act, fact or circumstance ("Event") not directly attributable to the Supplier, which could not be prevented by ordinary diligence and is such as to make the Services objectively and absolutely impossible, in whole or in part, only if and to the extent that such Event (i) is beyond the control, direct or indirect, of the Supplier, and (ii) could not have been avoided with the diligence required by the nature of the Supplier's activity, and (iii) is such that the Supplier could not reasonably have foreseen or prevented it using the required diligence.

Principal: means the person who appoints Airbank to perform the Services.

General Terms and Conditions of Contract: means this contractual document.

Order Confirmation: means the document containing the particular conditions of the Services (e.g.: price, payment methods, duration, frequency of the Monitoring Service, etc.) by which the Supplier acknowledges the Order received from the Client and fully accepts the terms, conditions, methods of execution.

Contract: means the General Terms and Conditions of Contract together with the Order Confirmation or any other document that will be signed from time to time by the Parties for the purpose of providing Services by the Supplier, with the relevant attachments.

Fee: means the cost to be paid by the Client for the performance of the Services.

Supplier: means Airbank.

Confidential Information: information owned by the Parties that the other Party becomes aware of in the course of the performance of the Contract or, by way of example but not limited to, economic and financial information; information on sales and marketing programs; information on current and potential customers and suppliers; etc., as well as any other information not accessible to third parties.

Offer: means the technical-economic proposal formulated by the Supplier, including the description of the Services, the methods of execution, the implementation times, the prices, the costs, the materials and any other element necessary for the definition of the contract, sent to the Client for the purpose of evaluation and possible acceptance.

Order: means the written request of the Client, by which the Supplier is requested to provide the Services within the framework of the relationship governed by the General Terms and Conditions of Contract.

Parties: means the Principal and the Supplier.

Devices are intended exclusively for anti-pollution kits supplied by Airbank.

The Service Manager means the natural person, designated by the Client in the Offer and/or in the Order Confirmation and/or in any other document related to the contractual relationship, responsible for coordinating, supervising and ensuring the correct execution of the Services covered by the Contract, as well as acting as a contact person for all operational and technical communications between the Parties.

Headquarters means the establishment and/or portion of the establishment where the assessment and monitoring services are carried out, as indicated in the Order Confirmation and/or in any other document relating to the Contract.

Services: means the assessment and periodic monitoring services of the Presidia; as well as the specialised and personalised training services and as detailed in the individual Contracts.

Assessment services: means the activity carried out by the Supplier which, following an inspection at the Customer's premises as indicated in the Offer, including through AirPoints and AirMaps, makes it possible to identify and locate all the Facilities present and/or whose availability is required at the Customer's premises. AirMap is included; excluding the supply of AirPoint visual indicators and Presidia.

Monitoring Services means the verification activity carried out on a periodic basis, aimed exclusively at verifying that the Presidia present at the Headquarters are intact and corresponding, in number and type, to those originally delivered, as well as the correct location as indicated in the AirMap; for the purposes of the above verification, a technical assessment by Airbank regarding the adequacy of the PPE (PPE Devices) is expressly excluded. Personal Protection) to the degree and type of risk to the health and safety of operators, the assessment of which is entirely the responsibility of the Client, who has exclusive responsibility. It also means the activity of reporting, if necessary, the reinstatement activities of the Principals.

Training services: means all the activities carried out by the Supplier aimed at transferring knowledge, operational and technical skills to the Client's personnel, through theoretical, practical or mixed sessions, teaching materials, digital media and any other method useful for ensuring the correct understanding of the technical characteristics and methods of use of the Presidium.

2. Premises

The definitions and recitals are an integral and inseparable part of these General Terms and Conditions of Contract and of each individual Contract that the Parties will sign.

3. Subject matter of the Contract

By signing these General Terms and Conditions, the Client entrusts the Supplier, who accepts, with the performance of the Services that will be performed from time to time on the basis of the assignment conferred with the Order.

Airbank, therefore, assumes the management of the Services on its own, with economic management at its own risk and with its own autonomous organization and with all the necessary means, and/or also through the help of its own sub-contractors, and in full compliance with the indications contained in the Contract and all the regulations in force, in particular regarding hygiene, health and safety.

The Services that may be the subject of the Contract are the following: a) periodic monitoring of the Presidia; b) scheduled visits to the Client to verify the integrity, completeness and functionality of the Presidia; c) maintenance of the Presidia; d) proposal of solutions regarding the reintegration of the Presidia; e) training courses.

In carrying out the activities referred to in the previous points, the Supplier has the right to carry out the following operations: a) verification and mapping, by means of AirMap, of the Presidia present at the Customer's premises; b) control of the status of the

Presidia.

4. How to Perform the Services

For the purpose of carrying out the Services, the Supplier's employees may access the Customer's premises according to the

procedures that will be agreed with the Head of Services. The Client has the right to request at any time, also for security purposes, the identification details of all the Supplier's employees present at the premises for the performance of the Services.

The Client shall not have direct contact with the Supplier's personnel. The Supplier's services will be operationally coordinated by the Service Manager. The Client shall be obliged to report to the Service Manager any reasons for disagreement on the criteria and methods used for the performance of the Services.

5. Consideration

The Consideration is determined in the Order Confirmation.

The cost of purchasing the Devices for the purpose of replenishing them is always and in any case borne by the Client and is determined by the Parties in the Contract.

The payment of the Consideration must be made in accordance with the procedures indicated in the Contract and may not be delayed and/or suspended by the Client for any reason or cause, and not even in the event that there are disputes by the Client itself regarding the execution of the Contract.

In the event of late payments, the Client will be required to pay Airbank interest on arrears, in application of the provisions of Legislative Decree 09/10/2002 no. 231.

Without prejudice to Airbank's right to terminate the Contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code and the following art. 10, the same will in any case have the right to suspend the performance of the Services in the event of delay by the Client in the payment of the Consideration.

6. Effective date, Term

These General Terms and Conditions of Contract, which apply to each Order Confirmation, will be effective from the date of their signing and will remain in force until they are replaced by new conditions.

The Client shall have the right to withdraw from the Contract at any time, without the need for a reason, by written notice to be sent to the other Party with 3 (three) months' notice.

In any event of termination of the Contract (expiry, withdrawal or termination, etc.), the Supplier will be required to complete the processing of the Orders in progress on the date of termination, according to the methods and times that the Parties in good faith will agree, and the Principal will be obliged to pay the Consideration.

7 Intellectual Property Rights

Any materials or works produced by the Supplier in execution of this Contract - including, but not limited to: images, videos, montages, commercials, drawings, etc., both in source and analogue formats - as well as the rights of economic exploitation of the intellectual property and all property rights relating to the copyright of the material will be the exclusive property of the Supplier, who will therefore be able to freely dispose of them. The moral authorship of the works will in any case remain with the author. The Supplier may authorise the Ordering Party to publish the material, provided that (i) the material does not contain elements of a confidential nature; (ii) the content of the publication is previously shared with the Supplier and accepted by the Supplier.

Violation of the above provisions shall entitle the Supplier to terminate the Contract with immediate effect pursuant to art. 1456 of the Italian Civil Code, without prejudice to the right to compensation for damages.

8. Security

The Parties undertake to implement all the obligations that the law imposes on them in the field of workers' health and accident prevention, as provided for by Legislative Decree 09/4/2008 n. 81.

The Parties, where necessary, undertake to provide detailed information in writing on the specific risks existing in the places where the Services are to be performed and on the precautionary and emergency measures taken in relation to its activity in those places.

9. Confidentiality

The Parties undertake to keep secret and confidential the Confidential Information of which they become aware in connection with the Contract, and not to disseminate or use such information for any reason or cause.

The Parties may transmit to their respective employees and collaborators the information necessary for the performance of their functions, which will, however, be subject to the same confidentiality constraints, pursuant to this Agreement or in other ways.

10 Express termination clause

Airbank may terminate the Contract with immediate effect pursuant to Article 1456 of the Italian Civil Code, by means of a notice to be sent by certified e-mail, if even one of the following circumstances occurs:

- a. non-payment or late payment of the Consideration within the terms referred to in art. 5.
- b. violation of the intellectual property obligations referred to in art. 7.

Without prejudice to Airbank's right to terminate the Contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code, the same shall in any case have the right to suspend the execution of the Contract in the event of delay by the Client in the payment of the Consideration, as provided for in Article 5 above, as well as in the event of violation of the intellectual property obligations referred to in Article 7.

11. Place of jurisdiction

For any and all disputes that may arise from the interpretation, application, execution of the Contract, as well as from its termination, cancellation or declaration of nullity, the Court of Piacenza will have exclusive jurisdiction.

12. Privacy

The Parties declare that the processing of data necessary for the execution of the Contract will take place in accordance with EU Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (so-called "General Regulation on the processing of personal data" or "GDPR"), of Legislative Decree no. 196 of 30.06.2003, as amended and supplemented by Legislative Decree no. 101 of 10.08.2018 ("Personal Data Code" or "Privacy Code") and, in general, of the legislation on the protection of personal data.

13. Changes and additions

These General Terms and Conditions of Contract constitute the manifestation of the agreements entered into between the Parties

and supersede and cancel any other previous agreement or Contract having the same object.

The General Terms and Conditions may only be amended or supplemented in writing.

In the event that the Order Confirmation waives one or more General Terms and Conditions, the derogation must be explicit and the Contract must expressly mention the waived general clause.

Read, confirmed and signed.

Piacenza, there _____

THE PRINCIPAL

Pursuant to art. 1341, second paragraph and 1342 of the Civil Code, the Parties declare that they explicitly approve the clauses specified below 11. Jurisdiction.

THE PRINCIPAL
