

The Client is invited to read these General Terms and Conditions of Supply (Version: CG_BP_BPE_DAL_11/2025_v1) carefully before placing an order via the Order Form or through the e. Shop website, as proceeding with an order implies full acceptance thereof. The Client is also encouraged to print a copy and/or save this document for future reference using a durable storage medium.

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DEFINITIONS

App: this is the Edenred application available on Play Store (Android) and App Store (iOS) for mobile devices, which can be used by the Beneficiary instead of the Electronic Voucher Wallet for the purpose of spending the Electronic Meal Vouchers issued, if a profile that is partly digital or only digital (the latter is also referred to as “full digital”) is activated.

Meal Voucher and, in the plural **Meal Vouchers:** this is the certificate of entitlement “Ticket Restaurant®” in paper format, issued in compliance with the provisions of the legislation in force at the time of issuance, which entitles the Beneficiary (pursuant to article 2002 of the Italian Civil Code) to be provided with food and drinks from the Network and/or (pursuant to art. 1559 of the Italian Civil Code) to receive ready-to-eat food products for a total amount equivalent to the face value of the same Voucher.

Electronic Meal Voucher: this is the certificate of entitlement “Ticket Restaurant®” in electronic format, issued in compliance with the provisions of the legislation in force at the time of issuance, which entitles the Beneficiary (pursuant to article 2002 of the Italian Civil Code) to be provided with food and drinks from the Network and/or (pursuant to art. 1559 of the Italian Civil Code) to receive ready-to-eat food products for a total amount equivalent to the face value of the same Voucher.

Electronic Voucher Wallet: is the physical medium (an electronic payment card or other electronic device) on which the Electronic Meal Vouchers are stored.

Client: is the purchaser of the Service (that does not fall within the definition of “Consumer” pursuant to and for the purposes of applicable legislation and, in particular, the Consumer Code), it is the Client which makes the contractual offer, in the person of the designated representative and/or special attorney.

General Terms and Conditions of Supply or simply **General Terms and Conditions:** these are the general terms and conditions of supply of the Service in force at the time and these terms alone govern the contractual agreement for the purchase of the Service. The General Terms and Conditions and the Order Form together constitute the “Contract”.

Order Confirmation: this is the message generated by an automatic e-mail system (where applicable) and sent to the Client, it contains information regarding the commissioning of issuance of the Meal Vouchers or Electronic Meal Vouchers ordered.

Contract: this is the Service Purchase Application made by the Client and accepted by ER, it consists of the Order Form and the General Terms and Conditions together.

ER or the **Emitter:** this is Edenred Italia S.r.l. with its head office in Milan, Italy, at the address via G.B. Pirelli n.18, Tax Identification Code and Milan Business Register number 01014660417, VAT number 09429840151, Economic and Administrative Index number 1.254.788, share capital EUR 5 958 823, a company subject to management and coordination by EDENRED SE pursuant to article 2497bis of the Italian Civil Code (14-16 Boulevard Garibaldi, 92240 Issy-les-Moulineaux, France), in the person of the pro-tempore legal representative.

e. Shop: this is the website <https://acquista.edenred.it/ticketrestaurant/>, which the client accesses to place orders for Meal Vouchers and Electronic Meal Vouchers, by filling in and accepting the Order Form and these General Terms and Conditions.

Order Form or simply **Form:** this is the electronic/paper document or form, which is filled in and signed and/or accepted by the Client electronically, on paper or directly on the Edenred e. Shop website. It contains details of the order, the Client’s identification data, delivery details, invoicing and payment data. This document or form, duly completed, forms an integral part of the Contract.

The **Network** and, in the singular, **Business Enterprise:** refers to all the types of businesses affiliated with ER for

provision of the Service, and which are in possession of the necessary authorisations.

Penalty: the amount calculated applying the following formula $P = [(F / M) \times N] \times 10 \%$ (P = the penalty amount; F = turnover generated by the Client from the start of the contractual relationship until the date of notification of the breach of the exclusivity obligation; M = number of months that have elapsed from the start of the Contract until news of the breach; N = number of months remaining between the date of news of the breach and the natural expiration of the Contract).

It should be noted that this formula is the same both in the event of breach of the exclusivity obligation as set out in Art. 10, and in the event of early withdrawal as established in Art. 11.

Price: the economic conditions which are applied to each individual order and are specified on the Form;

Contractual Offer or simply **Offer:** this is the order placed by the Client by filling in and signing and/or accepting the Form, implying acceptance of the General Terms and Conditions, to be considered as a contractual offer for the purchase of the Service, addressed to ER;

Online Publication: this is a means of transmitting communications used by the Emitter through the dedicated client portal, which the Client undertakes to consult periodically using the access codes received, in order to examine its contents, as the Client is hereby made aware of the contractual validity of this means of transmitting communications;

Representative and/or Attorney: this is the signatory to the Contractual offer, duly authorised and in possession of the necessary powers pursuant to the applicable provisions of law and with the capacity to enter into legally binding commitments on behalf of the Client.

Service: this is the substitute staff canteen service organised by ER through the issuance of Meal Vouchers or Electronic Meal Vouchers;

Website: this is ER's website www.edenred.it, which can be accessed in order to consult the General terms and Conditions which are in force.

Beneficiary and in the plural **Beneficiaries:** this is person entitled to use the Meal Vouchers or Electronic Meal Vouchers;

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SUBJECT MATTER

The General Terms and Conditions govern the delivery of the Service to the Client by means of the issuance by ER of Meal Vouchers or Electronic Meal Vouchers that can be used within the Network.

As a consequence of acceptance of the Offer, which shall follow the procedure described in the terms and conditions set out in Article 3, ER shall organise the Service for the Client.

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FINALISATION OF THE CONTRACT

Acceptance of the Offer by ER, and the consequent finalisation of the Contract, shall take place by means of signature and/or acceptance of the Form by the Client. Contractual offers that are incomplete and/or not duly filled in by the Client will not be accepted.

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CONDITIONS OF USE OF THE SERVICE

4.1. The Beneficiaries are only entitled to benefit from the Service on presentation of the Meal Vouchers or the Electronic Voucher Wallet or, where Beneficiaries have a partly or full digital profile, by means of the App (subject to acceptance of the relative terms of use by the Beneficiary/User), according to the conditions of use specified hereunder.

4.2. A Meal Voucher or an Electronic Meal Voucher:

- may only be redeemed for the total face value or value allocated to it, without reductions of any kind;
- no change will be given, nor may any residual amount be used for other food or drink purchases;
- entitles the Beneficiary to consume a meal, the value of which is the same as the face value of the Meal Voucher or the value allocated to the Electronic Meal Voucher; any difference between the total value of the service received and the value of the Voucher shall be borne by the Beneficiary;
- can only be used by the Beneficiary in exchange for the provision of food and drinks and/or ready-to-eat food products, according to the timing and the legislative and/or contractual terms which govern the Service;
- is not transferable, nor can more than eight Meal Vouchers be combined, it cannot be sold nor converted into cash;
- allows the Client to be released from any claim that the Business Enterprise may bring against it, up to the maximum amount of its value;
- may not under any circumstances lead to any kind of receipt or tax-related document being issued by the Business Enterprise for the Client or the Beneficiary that certifies that they incurred costs for the Service and that they were charged for it;
- must be used within the time limit written on the Meal Voucher or associated with the electronic Meal Voucher;
- on use, Meal Vouchers must be signed and dated by the Beneficiary.

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RIGHTS AND OBLIGATIONS OF THE CLIENT

5.1. The Client is obliged: (i) to honour all orders requested; (ii) to guarantee ER exclusive rights to deliver the Service; (iii) to pay according to the terms and conditions agreed as established in Article 15; (iv) to inform the Beneficiaries of the terms and conditions of use of the Service as detailed in Article 4.2; (v) to carry out the checks referred to in Article 8, where applicable; (vi) in the event of orders placed with delivery to a third party, inform that third party of both the contents of the order and the scheduled delivery date, so that the requirements set out in Article 8 can also be fulfilled in such cases; (vii) to accept the data resulting from the check/count of the Meal Vouchers to be replaced, as carried out by ER, directly and/or through its appointed agents, expressly waiving as of now any claims against ER in relation to the aforementioned activities and the findings thereof; ER shall have the right, partly for the purpose of ensuring efficient replacement of expired Meal Vouchers, to provide the Client by means of a subsequent communication with the names of the couriers to be used for delivery, these couriers shall in any case be considered to be the Client's ancillary collaborators, with all ensuing legal consequences; (viii) to take note of the procedures and time limits for Beneficiaries to submit applications to replace Electronic Meal Vouchers that are not used by the expiry date associated with them, this information is issued by means of Online Publication pursuant to article 17.1, the Client may also inform the Beneficiaries thereof. It shall be understood that in the event of reissuance of Electronic Meal Vouchers that are unused on expiry, these will be reissued according to the economic terms and conditions in force at the time of reissuance.

5.2. The Client shall have the right to: (i) order the number of Electronic Meal Vouchers and Meal Vouchers that it needs, establishing their value; (ii) request, in writing, the replacement of the Meal Vouchers that have not been used by the expiry date indicated on them, the request must be made within the following 30 days or the right to replace them will be forfeited. In this regard, the Parties agree that Meal Vouchers that are lost and/or

misappropriated and/or stolen from the Client or third parties appointed by the Client to deliver them to ER are not reimbursable, regardless of whether the Client reports the incident to the appropriate authorities. It shall be understood that in the event of replacement of Meal Vouchers that are unused on expiry, these will be replaced according to the economic terms and conditions in force at the time of replacement.; (iii) change a Beneficiary profile from one with an Electronic Voucher Wallet to a partly or full digital account, and vice versa.

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RIGHTS AND OBLIGATIONS OF ER

6.1. ER is obliged: (i) to guarantee and organise the Service for the Beneficiaries, through the issuance of Meal Vouchers/Electronic Meal Vouchers that can be used at all the types of businesses that are affiliated pursuant to applicable legislation in force and that are in possession of necessary authorisations; (ii) deliver the quantity of Meal Vouchers ordered by the Client, at the established value and according to the delivery date agreed at the time the order is placed. Delivery will be made indicatively within the timeframe indicated Form or to be agreed otherwise. Meal Vouchers will not be dispatched in any case before payment has been successfully received by ER; (iii) to make the quantity of Electronic Meal Vouchers ordered available to the Client, at the established value and according to the delivery/recharge date agreed at the time the order was placed. In any case, the Client hereby waives the right to raise any objection should the established delivery/recharge date not be respected, provided that the delay does not exceed (2) two working days, although ER undertakes to report any such delay promptly together with the new terms of delivery/recharge; (iv) to issue and provide the Client with the invoice for delivery of the Service once payment has effectively been received; (v) make the list of businesses situated in the areas where the Client has its premises available to the Client by means of the "Search food outlets" function on the client portal or on the App, this will be updated periodically; Edenred shall have the right, in any case, to make any necessary changes caused by the termination of existing affiliation agreements or by the signing of new affiliation agreements, which may also be suggested by the Client; (vi) adopt appropriate anti-forgery and traceability measures for the Meal Vouchers/ Electronic Meal Vouchers.

6.2. ER may (i) replace Meal Vouchers that have not been used by the expiry date, according to the economic terms and conditions in force at the time of replacement, on receipt of a written request from the Client to this effect, together with the vouchers to which the request refers, in compliance with the procedure and the deadlines specified in article 5.2, on the basis of the check/count carried out by ER directly and/or through its appointed agents. In no event may cash refunds be requested by the Client for unused and/or non-replaceable Meal Vouchers nor the replacement of Meal Vouchers which are damaged, stained or not intact; (ii) replace Electronic Meal Vouchers that have not been used by the expiry date, according to the economic terms and conditions in force at the time of reissuance, on receipt of a request formulated according to the procedure and within the timeframe indicated by means of Online Publication, as set out in Article 17.1. In no event may cash refunds be requested by the Client for unused and/or non-replaceable Electronic Meal Vouchers; (iii) in the event of late payment of deliveries with respect to the agreed terms, suspend and/or terminate the supply of Meal Vouchers/Electronic Meal Vouchers until such time as the balance is paid by the Client, notifying the Client in advance in writing.

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AUTHORISATION OF SUBCONTRACTORS

The Client is hereby informed that ER, which will bear all related costs, may avail itself of third-party suppliers with which it has an ongoing business relationship in order to perform the Service.

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CHECKING SUPPLIES OF MEAL VOUCHERS

8.1. When the package containing the Vouchers ordered has been received, the Client is obliged to inspect its contents carefully, using qualified staff, in order to check that nothing has been tampered with and verify conformity between the order and what is received.

8.2. Any discrepancies, regarding Meal Vouchers and/or Electronic Meal Vouchers, must be reported promptly by the Client, and in any case no later than 48 hours after receipt of the package or after the Electronic Vouchers are made available, by contacting the free-phone number 02.82843707 (ER Customer Service).

8.3. Fulfilment of the obligations set out in this Article is also necessary in cases where orders are to be delivered to a third party.

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DURATION OF THE CONTRACT. EXPRESS TERMINATION CLAUSE

9.1. This Contract shall be effective from the moment it is signed, and its duration is: (i) as set forth in the paper or electronic Form; (ii) one year from the date of the order, in the case of purchases made through e. Shop by filling in the form.

9.2. If applicable, the Contract shall be automatically renewed for the same term, unless notice of termination is given by registered letter with a return receipt, or by registered e-mail (for ER, sent to giuridicofiscale@pec.edenred.it), with at least 60 (sixty) days' notice.

9.3. Without prejudice to its right to full compensation for any damages suffered, ER reserves the right to terminate this Contract, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, with immediate effect by registered letter with a return receipt or certified e-mail in the event of: breach of the right to exclusivity pursuant to Art.5.1; (ii) in the event that the Client commits one or more administrative offence(s) pursuant to Italian Legislative Decree 231/01, established in a final court ruling; breach of the obligation envisaged in Art.5.1; (iii) to make payments in accordance with the terms and conditions detailed in article 15.

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PENALTY IN THE EVENT THAT THE EXCLUSIVITY OBLIGATION IS BREACHED

10.1. In the event that the exclusivity obligation is breached, and without prejudice to the rights pursuant to article 9.3. A breach of the exclusivity obligation shall also be deemed to have occurred in all cases in which the Client purchases the same Service that is the subject matter of this Contract from another emitter of certificates of entitlement, even if the chosen medium (paper or electronic) changes.

10.2. The parties agree that the Penalty may be paid, on issuance of the relative accounting document by ER, by offsetting it against amounts of any kind that may be due to the Client by ER.

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WITHDRAWAL. PENALTY IN THE EVENT OF EARLY WITHDRAWAL FROM THE CONTRACT

11.1. The Contract may only be rescinded by written agreement between the parties, without prejudice to articles 11.2 and 17.2.

11.2. Breach of Art. 11.1 by the Client shall entitle ER, pursuant to article 1373, paragraph 3 of the Italian Civil Code, to apply a penalty to be calculated using the same formula as the Penalty, against issuance of the relative accounting document. In this eventuality, F shall be the turnover generated by the Client from the start of the Contract until the date of withdrawal, M shall be the number of months that have elapsed from the start of the Contract until the date of withdrawal and N shall be the number of months remaining between the date of withdrawal and the natural expiry date of the Contract.

11.3. ER may also withdraw from the Contract, without prior notice and with immediate effect by registered letter with a return receipt or certified e-mail in the event that the Client is subject to enforcement proceedings or enters into any insolvency proceedings (including but not limited to composition with creditors, simplified composition with creditors, restructuring agreements, approved restructuring plan). This right may also be exercised in the event of compulsory court-appointed receivership, as well as in the event that access to the aforementioned proceedings or the filing of an application for compulsory court-appointed receivership is decided by the governing bodies of the Client company, as well as in the event that the Client decides to access or files an application for access to negotiated settlement for loss-making companies.

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LIABILITY

12.1. Under no circumstances shall ER be liable for any facts relating to or for the conduct of the Network, including compliance with regulations governing trade, and health and hygiene rules concerning their business activity. No responsibility can be attributed to ER with regard to the improper use of the Meal Vouchers or Electronic Meal Vouchers.

12.2. ER hereby declares that the following insurance policies have been activated for the benefit of its Clients and the Beneficiaries: (i) Third-Party Liability Policy n. 38902600 with the company ASSICURAZIONI GENERALI, this policy covers the liability of ER towards third parties and, as a consequence, also bodily and material damage related to the health and hygiene risks deriving from the use of the service by those persons using Meal Vouchers/ Electronic Meal Vouchers within the Network; (ii) Policy covering accidents "while travelling to and from work" n. IAH0013102 with the company AIG EUROPE LIMITED, this policy provides insurance in the event of accidents involving all users of Meal Vouchers/ Electronic Meal Vouchers from the moment they leave their workplace in order to have lunch to the moment they return, including accidents that occur within the place in which the meal is consumed and/or their consequences, provided that the accident occurred during the lunch break established by the Client. The insurance coverage is valid regardless of the means of transport, public or private, used and the way in which the transfer takes place.

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TRACEABILITY OF FINANCIAL FLOWS

If applicable, and insofar as it is within their competence, the parties undertake to observe the obligations concerning the traceability of financial flows and guarantee full compliance with Italian Law n. 136/2010, as amended, modified by Italian Law n. 217/2010, as amended, otherwise this contract shall be void.

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PERSONAL DATA PROCESSING, ARTIFICIAL INTELLIGENCE AND INFORMATION SECURITY

14.1. ER, as Data Controller, will process the personal data of the legal representative, or any authorised parties included in this agreement, for the purpose of finalising the contract. Communicating these data is mandatory, if these data are missing it will not be possible to enter into the contract. Data pertaining to other data subjects that are collected during the performance of the contract (e.g., related to administrative or commercial accounts) will be processed by ER on the basis of its legitimate interest to manage administrative and commercial activities correctly. All data will be stored for ten years from the end of the contract in order to comply with specific legal obligations. Data subjects may exercise their rights under Regulation (EU) 2016/679, Articles 15 et seq., by writing directly to the Data Controller, Edenred Italia S.r.l. at the address Via G.B. Pirelli 18, 20124, Milan, Italy, or using the email address dpo.italia@edenred.com. It is always possible to lodge a complaint with the supervisory authority (the Italian data protection authority called the “Garante”). The full, updated policy is published on the website www.edenred.it, in the section “Area Legale e Privacy”, subsection “Informativa Clienti”.

14.2. The personal data of beneficiaries of Meal Voucher services will be processed by ER in the role of independent Data Controller. The relative policy is published on the website www.edenred.it, in the section “Area Legale e Privacy”, subsection “Informativa beneficiari”.

14.3. In the framework of its business activities, ER may use artificial intelligence (AI) technologies to improve the efficiency of the services it offers, while ensuring full compliance with the fundamental rights and freedoms of data subjects pursuant to Regulation (EU) 2024/1689 and Italian Law n. 132 of 23 September 2025. Any AI systems that may be used by ER operate on secure cloud infrastructures provided by Microsoft Azure, in technically separate environments, and do not result in the training of the relative Large Language Models. The personal data processed using these tools are not used by the technology providers to improve or further develop these models. The AI functions employed are solely for internal support purposes or to optimise the quality of the service provided (e.g., sorting requests for support or analysing text of reports), and do not produce any legal effects or automated decisions within the meaning of Article 22 of Regulation (EU) 2016/679. ER guarantees that the use of AI is always supervised by qualified human personnel and that appropriate technical and organisational measures are implemented to prevent discrimination, errors or unauthorised access. Additional information can be requested, and all relative rights can be exercised by writing to the email address dpo.italia@edenred.com.

14.4. ER guarantees the protection of personal data and the security of the information processed during the provision of its services in terms of availability, integrity, and confidentiality by implementing and maintaining an information security management system and a privacy information management system. By signing this Contract, the Client is acknowledging that the documentation relating to “ISO/IEC 27001-27701-27017-27018 Certification” and the description of the technical and organisational security measures implemented for the services provided are available on the website www.edenred.it in subsection “Premi e certificazioni” of the section “Chi siamo”.

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ECONOMIC CONDITIONS (PRICE). PRICE ADJUSTMENT CLAUSE. INVOICING TERMS AND PAYMENT METHODS

15.1. Economic conditions. Price adjustment clause.

The economic conditions (Price), the invoicing terms and the payment methods are specified on the Form. ER shall be entitled to adjust the Price established within this Contract starting the year following the one in which the Contract is signed, after publication of the Italian National Statistics Institute (ISTAT) reference annual average index, and thereafter on a year-to-year basis, using the following formula:

$$P1 = P0 + (P0 * SX) \ll\text{if commission}\gg$$

$$P1 = P0 - (P0 * SX) \ll\text{if discount}\gg$$

Where:

P1: revised Price, i.e., the Price as recalculated after application of the formula, without VAT

P0: the Price that is to be revised, without VAT;

SX: percentage change between average annual indices, equal to: $(I1/I0)*C-100$;

I0: the Italian National Statistics Institute (ISTAT) reference annual average index for the year preceding I1

I1: the Italian National Statistics Institute (ISTAT) reference annual average index for the year preceding the one in which the price is revised.

C: Chaining coefficient. A value used to link series of indices referring to different bases that are not directly comparable. Any chaining coefficient to be used will be found in the communication from ISTAT with the relative reference index.

The Italian National Statistics Institute reference index is: the Service Production Price Index.

Any price adjustment to be implemented shall be communicated by ER (Notification of Price Adjustment) by means of Online Publication or by certified email, with prior notice of thirty days after which it shall be effective immediately on supplies from the following month, remaining valid until the next Price Review, if any.

The invoicing process depends on the payment method indicated on the Form. In the case of advance payment methods, invoicing will take place upon receipt and verification of payment by ER. In the case of deferred methods of payment, invoicing will take place upon receipt and production of the order.

15.2. If payment is delayed with respect to the agreed terms, interest on late payment will be automatically due from the day following the deadline for payment to the extent detailed in article 5 of Italian Legislative Decree n.231 of 9 October 2002.

15.3. If ER is required to register on platforms and/or supplier directories that are managed directly by the Client or by third parties (i.e., for the purpose of order confirmation, uploading accounting documents etc.), and the registration involves unforeseen costs (registration fees, fees on volumes uploaded etc.), ER hereby reserves the right to charge such costs back to the Client.

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ORGANISATIONAL MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/01 AND ISO 37001:2016 ANTI-BRIBERY MANAGEMENT SYSTEM

16.1. The Client declares full awareness of the legislation in force relative to the administrative liability of legal entities for offences deriving from crimes committed, with specific reference to the provisions of Italian Legislative Decree 231/2001 (hereinafter the "Decree"). Pursuant to this Decree, ER has an Organisational, Management and Control Model and a Code of Ethics, that can be accessed in the section «Area legale e privacy», the relative subsection of the website www.edenred.it, which the Client declares it is aware of and that it shall ensure compliance therewith, as the principles of these documents must be considered an integral part of this Contract.

16.2. ER has also implemented an Anti-Bribery Management System in accordance with ISO 37001:2016, relative to which there is a company «Policy for the prevention of bribery», which can be viewed in the section of the website www.edenred.it «Chi siamo» under the subheading «Premi e certificazioni», and the Client declares it is aware of this document and that it shall ensure compliance therewith.

16.3. In the event that the Client commits one or more administrative offence(s) pursuant to Italian Legislative Decree 231/01, established in a final court ruling, ER may terminate the contractual relationship, by means of a notification to be sent by registered letter with return receipt or by certified e-mail, as set out in Art. 9.3.

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ONLINE PUBLICATION. AMENDMENTS TO THE CONTRACT. FINAL PROVISIONS

17.1. The Client is hereby informed of the contractual validity of information issued by Online Publication. In the event that the Client exercises the right set out in Article 5.1 (viii), the Client shall inform the Beneficiaries of the procedures and time limits for applications to replace Electronic Meal Vouchers that are not used by the allocated deadline.

17.2. The Contract may be unilaterally amended by ER in the following ways, to be used as alternatives: (i) by means of Online Publication: in this case, the amendment shall become effective 30 (thirty) days after the date of publication; (ii) by means of notification sent by registered letter with a return receipt or by certified email: in this case the amendment shall become effective 30 (thirty) days after the date on which the registered letter or certified email was received by the Client. Such amendments are understood to be known and hereby specifically accepted by the Client, without prejudice to the right of the Client to withdraw, which is to be exercised within the 30 (thirty) days stated, by means of a written communication sent to the certified email address: giuridicofiscale@pec.edenred.it.

17.3. ER reserves the right to make changes to the website as well as to these General Terms and Conditions of delivery of the Service at any time, in order to offer new products and/or services or to comply with legal or regulatory provisions; the new General Terms and Conditions shall be effective from the moment they are published on the website. The General Terms and Conditions applicable to the contractual relationship with the Client shall be those in force at the time the Offer is made.

17.4. The Parties mutually acknowledge that this Contract cancels and replaces any other agreement that may have previously been in place between the same Parties regarding the same subject matter. The clauses of this Contract shall prevail, as they are the specific conditions the Service, over any contracts, addenda or general conditions prepared by the Client and signed by the Parties, even after this Contract has been signed.

17.5. Any matters not explicitly stipulated in these General Terms and Conditions and in any annexes that may be referred to herein shall be governed by the provisions of the Italian Civil Code and the clauses required by law, incorporated automatically into the Contract pursuant to Art. 1339 of the Italian Civil Code.

17.6. Should any provision of these General Terms and Conditions and any annexes referred to herein be deemed invalid, null and void, or for any reason unenforceable, this shall not affect the validity and enforceability of the other provisions.

17.7. This Contract is subject to registration only if used, pursuant to art. 1 letter A of the Tariff, Part II, annexed to the Italian Presidential Decree 131/86.

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GOVERNING LAW AND JURISDICTION

18.1. This Contract is governed by the laws of Italy.

18.2. The Parties shall cooperate in good faith to resolve any dispute arising out of the interpretation, performance or termination and/or claims for damages arising out of this Contract by means of conciliation and without formalities, by activating an escalation procedure addressed to senior management. It is expected that any such attempt at conciliation shall be concluded within 15 (fifteen) working days from the start of discussions between the Parties, compatibly with the level of complexity of the dispute that has arisen. If an agreement is not reached, and without prejudice to the applicability of any legal provisions that envisage the activation of mandatory mediation or assisted negotiation procedures, the Parties may refer the matter to the Court having jurisdiction, which shall be the Court of Milan that shall have exclusive jurisdiction, and this cannot be modified in the event of consolidation of actions, with the consequent exclusion of any other alternative Court.

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