

GENERAL TERMS AND CONDITIONS

Provider

Softgenia Srl C.F. 13220190964, with registered office in Viale Montenero, 70 Milan, enrolled in the register of companies, no. REA MI - 2710671, of the Chamber of Commerce of Milan (hereinafter the "Provider" or "Supplier").

1. Introductory Provisions

1.1 These General Conditions regulate the rights and obligations arising from the use of the Provider's product through the user interfaces accessible on the website <https://euroetica.it> by a natural or legal person who concludes a contract with the Provider for the supply of the product (hereinafter the "Contract" and the "Customer").

1.2 In particular, messages (reports) from third parties (whistleblowers) are received and stored via the product via the mobile application and/or the website <https://portal.euroetica.com/find-form>. These messages are subsequently made available to the Customer via a profile or by sending them in the form of an encrypted document. The Client uses the Supplier's product in particular for the management and administration of messages, communication with the whistleblower and archiving, as well as the fulfilment of obligations under national and European whistleblower protection legislation (hereinafter the "Product").

1.3 The rights and obligations arising from normal navigation on the website <https://euroetica.it>, not in connection with the supply of the Product (i.e. outside the user interfaces <https://portal.euroetica.com> or mobile app), are governed by the Terms and Conditions of Use of the website.

1.4 The Customer is obliged to learn and apply these General Terms and Conditions and, by registering on the Supplier's website and/or app or otherwise using (e.g. browsing) the Supplier's website and/or app, the Customer acknowledges the current version of these General Terms and Conditions and is obliged to comply with them.

1.5 The Client is obliged to train all persons who will work with the user account and/or operate it via the Supplier's website and/or the application on the Client's behalf and make them aware of the content of these General Terms and Conditions.

1.6 These General Terms and Conditions come into force and effect from the moment of their publication and are also an integral part of the Contract concluded between the Supplier and the

Customer (by means of an order and/or by sending the relevant electronic form on the Supplier's website).

2. Object of the Contractual Relationship

2.1 The subject matter of the Contractual Relationship between the Supplier and the Customer is in particular the Supplier's obligation to allow persons to take an action through a form on the Supplier's website and/or the application (hereinafter the "Whistleblower") by informing the Customer of certain facts - usually of an undesirable nature (hereinafter the "Whistleblowing") - they may have reported through the Supplier's website and/or the application, and the Customer's obligation to pay the due remuneration to the Supplier in accordance with these General Terms and Conditions, as well as other related obligations set out in these General Terms and Conditions.

2.2 The subject matter of the Contract is the Supplier's obligation to enable the Advertiser to use the Supplier's website and/or application for the purpose of submitting reports and subsequently make them available to the Customer. The making available of the Product for such purposes does not entail any liability on the part of the Supplier vis-à-vis the Whistleblower.

2.3 The Customer acknowledges and accepts that the Supplier acts for both the Customer and the Signaller in its activities under Articles 2.1 and 2.2 of these General Terms and Conditions and in connection with the provision of the Product.

2.4 The Supplier does not interfere in any way in the legal relations between the users, in particular between the Customer and the Advertiser. The rights and obligations between the users are subject to the agreement between the users and are governed by the applicable legal regulations, and the Provider shall not be liable for any liability relating to the users' obligations or any breach thereof.

3. Licence Agreement

3.1 In connection with the conclusion of the agreement, the Provider also grants the Customer the right to exercise the right to use the Provider's product in accordance with the provisions of the articles of the Civil Code to the extent and in the manner set out below (hereinafter the "Licence").

3.2 The Licence is negotiated on a non-exclusive basis and in terms of unlimited scope in the territory, limited in time to the duration of the Agreement and with the number of accesses to the administration

depending on the selected version of the Product. The Licence Fee is part of the remuneration pursuant to Section 11.1 of these General Terms and Conditions.

3.3 The Customer shall be entitled to use the Product to exploit all of its functionalities in accordance with the Contract and these General Terms and Conditions. The Customer is not authorised to reproduce, distribute, rent or lend the Product. The Customer is not entitled to grant a sub-licence (in whole or in part) to third parties. The Customer has the right to assign the Licence to third parties exclusively and only with the prior written consent of the Supplier. These restrictions do not apply to the cases listed in Section 3.4 of these General Terms and Conditions.

3.4 The Customer is entitled to use the Product within the Customer's business group together with other persons under the control of the Customer - e.g. a subsidiary or organisational unit of the Customer (hereinafter referred to as "Related Persons") - without the prior written consent of the Supplier. Control means the ability to use one's position to significantly influence the behaviour of a person, business enterprise or other entity. Influence means in particular the direct and/or indirect power to have an interest in a trading company and/or other entity to which at least 50% of the total voting power of that trading company and/or entity belongs.

3.5 If the Customer already uses and/or will use the Product together with Related Persons, the Customer shall inform the Supplier of this fact immediately by e-mail and at the same time identify such Related Persons to the Supplier. The Client shall be responsible for ensuring that the Related Persons comply with all relevant contractual documentation of the Supplier, including these General Terms and Conditions, as well as all legal regulations in connection with the use of the Product, and shall be directly liable for the Related Persons' compliance with such regulations and/or for any damage caused by the Related Persons while using the Product.

3.6 The Customer is entitled to use the Product in its original form. The Customer may not rename, modify, alter, process, circumvent any user feature or other limitation of the Licence, or otherwise change the Product, or combine it with another work or incorporate it into a collective work.

3.7 By entering into the Agreement, the Customer grants the Supplier consent to use the trade name, company name or name of the Customer and other persons whose employees will use the Product through the Customer's user account as a reference for marketing purposes in any form or form, unless the Customer and the Supplier agree otherwise.

4. General Product Conditions

4.1 The Supplier shall supply the Product to the Customer under the following conditions:

- a. the Product is completely secure in the sending of reports and the subsequent communication with the investigator, the Product does not store the IP addresses of the Reporters and at the same time all communication within the Product and the reports themselves are encrypted; however, the Provider does not guarantee complete anonymity, because it is not completely dependent on the Provider, but also on all parties using the Product, as well as the Reporters,
- b. the Customer's access to the Product is protected at least by e-mail (e-mail address) and password,
- c. in order to use the Supplier's mobile application, if any, for reporting purposes, it must be downloaded from the App Store or Google Play and installed on the mobile device
- d. Internet access is a prerequisite for the use of the Product. The Customer is responsible for choosing an internet service provider and paying the relevant charges; in the event of an unsuitable connection, the Supplier shall not be liable for any impediment to the use of the Product.

4.2 The Customer is obliged to keep his user account access data confidential. The Customer acknowledges that the Supplier shall not be liable for any breach of this obligation by the Customer, in particular for the misuse of the Customer's user account by third parties.

4.3 The Supplier shall at all times take measures to avoid interruptions, limitations, interruptions or reductions in the quality of the availability of the Product, within the scope of which it may carry out planned and unplanned downtimes in the provision of the Contract for the purpose of inspection, maintenance or replacement of hardware, or creation or modification of websites, software or other computer programmes.

5. General Conditions of Use of the Product

5.1 During the use of the Product, the Customer and persons authorised by the Customer, related persons or persons representing the Customer, or their employees or other persons in a similar capacity, are obliged to comply with these General Terms and Conditions, observe the applicable legal regulations, act honestly and in accordance with good morals. The Customer is obliged to behave at all times in such a way as to avoid damaging the Supplier's reputation or causing damage to the Supplier or other users of the Product or other persons.

5.2 In particular, the Customer shall not be entitled to interfere in any way with the content or technical parameters of the Product, to interfere with its security, to prevent other users from making full use of it, to create false, misleading or deliberately distorted documents or otherwise dishonest and/or grossly indecent content (vulgarity, defamatory comments, etc.).

5.3 The Customer shall be liable for any damage or injury caused by unauthorised use of the Product and/or interference with the Product and its components (including source code).

6. Liability for availability and errors in the Product

6.1 The Supplier is responsible for ensuring that the availability of the Product is not less than 90%, measured on all working days of the calendar month from 8:00 a.m. to 8:00 p.m. at the place where the Supplier's server is connected to the network. In particular, the Supplier shall not be liable for any interruption or disruption of the Internet connection provided by third parties.

6.2 The Customer shall not be entitled to any compensation for interruptions, inefficiencies or other failures of the Product resulting from maintenance.

6.3 The Customer is obliged to promptly notify the Supplier of any faults, interruptions and other deficiencies in the Product after they have occurred and to describe them in detail in his report and to state whether they occurred while using the Supplier's website and/or the application, as well as any other relevant information (hereinafter the "Defect Report").

6.4 The Customer shall send the Defect Report without delay by e-mail to support@euroetica.it. The Supplier shall record each Defect Report, including the internal identification number of the Defect Report, the description of the Defect and, if applicable, other facts stated in the Defect Report, including the date and time of the Defect Report. The Defect Report will be handled by the Supplier within a maximum response period of 48 hours (hereinafter the "Response Period"). In the case of a defect report made during the Supplier's working holidays, the Response Period shall start on the day immediately following the Supplier's working holidays.

6.5 Upon receipt of a defect report from the Customer, the Supplier shall analyse the defect report and validate the reported defect and shall inform the Customer within the Response Period of the date and method envisaged for the resolution of the reported defect. In the course of the resolution of the reported defect, the Customer is obliged to cooperate effectively with the Supplier and/or its nominee, in particular in the identification of the defect and its cause, in the event of the need to simulate the defective state again, to provide a backup of the current data, to create simulation data, etc., in testing the changes made, as well as in eliminating the consequences of defects, in restoring data, etc.

6.6 The time to remedy the defect is calculated from the expiry of the Response Period and is directly related to the nature of the defect. However, the Supplier undertakes to always rectify the defect within 5 working days after the end of the Response Period (hereinafter the "Rectification Period").

6.7 If the Supplier does not rectify the defect within the Rectification Period and/or if the availability of the Product is less than 90 per cent pursuant to Article 6.1 of these General Terms and Conditions and if the Customer has lodged a Defect Report pursuant to Article 6.2 of these General Terms and Conditions, the Customer shall be entitled to damages. Any claims of the Customer must be made by a person authorised to do so and in the manner specified in Article 6 of these General Terms.

7. Basic rights and obligations of the Supplier

7.1 The Supplier shall make available to the Customer any Complaints entered by the Complainants via the form on the Supplier's website and/or in the mobile application, usually via the profile or by sending an encrypted document.

7.2 By its nature, the Supplier is not responsible for the content of the Report uploaded by the Reporter on the Supplier's website and/or application.

8. Basic rights and obligations of the Customer

8.1 Before using the Product, the Customer is obliged to familiarise itself with these General Terms and Conditions, the Product's Privacy Policy and the Site's Terms of Use and to use the Product only in accordance with these documents.

8.1 At the time of Reporting, the Reporting Party is obliged to complete all information marked as mandatory in the form. If the Reporting Party does not fill in any of the mandatory data, such data will be automatically highlighted and it will not be possible to send the Reporting without filling it in.

9 Terms of Registration

9.1 A registered user is a user of the Supplier's website who is interested in using the Product and completes and submits the relevant registration form. At the time of registration, each user is required to provide the following information: (i) first and last name and tax code, or company name tax code in the case of a legal entity, (ii) telephone contact with area code, (iii) e-mail address, (iv) registered residence as declared to the municipal authorities or registered office of the legal entity, (v) VAT no. VAT and SDI number for sending the electronic invoice in the case of a legal entity, (vi) access data (password and user name), (vii) server location with data storage in accordance with Article 9.2 of these General Terms and Conditions. If the user does not enter any of the mandatory data, this data will be automatically highlighted and it will not be possible to continue registration without filling it in.

9.2 Upon registration pursuant to Article 9.1 of these General Terms and Conditions, the user chooses the location of the data storage server on which the user data collected in connection with the use of the Product will be stored. The default data storage server for already registered users is a server located in the European Union. Any change in the location of the data storage server is only possible with the consent of the Provider. Storage of the user's data on the data storage server outside the options specified in the registration form is only possible according to the technical possibilities of the Provider and with his consent. This article applies analogously to the case of concluding a contract by means of an order pursuant to Article 10.4 of these GTC.

9.3 By clicking on the "Registration" button (or other wording and icons) in the respective registration form and the additional "flag" confirming the user's willingness to register and contract, the user submits the respective form and at the same time agrees to these General Terms and Conditions, the duration of the contract, the payment conditions, the amount and the Terms of Use. It is not possible to submit the registration form if all fields marked as mandatory in this form are not filled in and at the same time if the user does not agree to the text of these General Terms and Conditions and, if applicable, does not comply with other registration conditions set by the Provider.

9.4 Upon registration, the user's user account is activated and a user profile is created that can be accessed from the Supplier's website - the user thus becomes a customer of the Supplier.

9.5 By entering the registered user name and password, the registered user - Customer - can log in via the Supplier's website and/or application. By submitting the registration form and subsequently confirming the registration, the Customer expressly confirms and acknowledges that:

(a) he/she becomes the Customer, will not disclose the password for access to the user account to third parties and undertakes to take all necessary measures to prevent third parties from gaining access to this password, in particular access to the user account and user data without his/her consent.

b) he shall provide personal data that is current, true and complete information about his person in accordance with the relevant requirements of the Supplier and that he does not commit a violation of the right to protection of personal data by providing the data or name of another person, including the use of a user name, password or other information of another person

c) the Supplier shall not be liable for any damage caused to users of the Product as a result of events beyond its objective control, including the actions of third parties.

9.6 The Customer may at any time request the deletion of its user account or the amendment or deletion of any personal data by sending a request to the PEC address softgeniasrl@onepec.net. The registered user may also change and supplement the data provided.

9.7 All information provided by the Customer during registration must be correct and truthful. In the event of subsequent changes to the Customer's data, the Customer shall update the data without undue delay via the Customer Account. The Supplier shall not be liable for any damages incurred if the Client provides incorrect and inaccurate data.

9.8 The Supplier has the right to block the Customer Account at any time, even without prior notice, if the Customer violates its obligations under the law or these General Terms and Conditions or has any other serious reason to do so. The blocking of the Customer Account shall not affect the fulfilment of any obligations of the Customer arising in connection with the use of the Product.

10 Conclusion of the Contract

10.1 The Contract between the Supplier and the Customer is concluded by the expression of the Customer's willingness to adhere to the terms and conditions of supply described in this form through the affixing of a specific "flag" of express acceptance on the interactive form inserted for this purpose on the Supplier's website, which allows registration or in the form of an order, both of which are subject to these General Terms and Conditions. In this way, the Contract is considered concluded and perfected.

10.2 After the conclusion of the Contract, the Customer will be provided with access to the Customer Account which enables access to the Customer Interface and the receipt of Reports (hereinafter the "Customer Account") and the Product administration interface through which the Customer manages his Customer Account (hereinafter "Customer Interface"), through which he is entitled to use the Supplier's Product in accordance with the terms and conditions set out in these General Terms and Conditions.

conclusion via the website

10.3 If the agreement is concluded via the interactive form on the Supplier's website, it shall become binding on the Supplier upon payment of the price or other remuneration to the Supplier pursuant to Article 11.1 of these GTC.

termination by order

10.4 If the Contract is concluded in the form of an order, the Contract shall be concluded when the Supplier accepts the Customer's order in writing - at which time the Contract shall be deemed to be concluded and perfected and the Supplier shall be entitled to payment of the price or other remuneration from the Customer.

The Supplier shall promptly confirm the conclusion of the Contract to the Customer by means of an informative e-mail to the e-mail address provided by the Customer.

0.5 If the Contract is concluded by means of an order, the Customer shall issue and send a written order to the Supplier no later than ten (10) working days prior to the requested date for making the Product available. The Supplier is not obliged to accept an order received subsequently.

10.6 The Customer's order must always contain the following information:

- a. identification of the Customer including the number of his employees and/or students, the Customer's contact person and his e-mail address,
- b. the specification of the version of the Product to be ordered
- c. the requested date of availability of the Product
- d. other information relevant to the respective order.

10.7 The Supplier shall send the confirmed order to the Customer within the next five (5) working days after receipt. The order confirmation shall contain the calculation of the Fee for making the Product available and a reference to these General Terms and Conditions and their binding effect on the order. Upon receipt of the confirmed order, the Contract shall be concluded.

11 Payment Terms

11.1 Product Activation is free of charge

1) For BASIC type the Supply Fee is set at €49.00/month

2) For the STANDARD type the Supply Fee is set at €79.00/month

3) For PREMIUM type the Supply Fee is set at €119.00/month

4) For the first 12 months of supply, the fee shall be discounted by 100 %.

5) The minimum duration of the contract is agreed upon as 3 (three) years tacitly renewable.

6) The Customer accepts and confirms that in the event of termination earlier than the three-year term, the discount referred to in point 3) shall not be applicable and the Customer shall be required to pay the Supplier all the fees accrued from the start of the supply to its termination.

11.2 For the Period immediately following the first 12 months, payments of the Annual Fee shall be paid to the Supplier in advance on the same date of the year in which the Customer entered into the Contract.

11.3 The Customer shall pay the Fee by direct remittance bank transfer upon receipt of the invoice corresponding to the conclusion of the Contract in the form of an order in the manner agreed in the

order. The Customer undertakes to have sufficient funds at its disposal on the payment due date to settle the Fee by the method of payment selected in the Contract and to update the selected method of payment, if necessary, to avoid its due date.

11.4 If the Customer does not have sufficient funds on the due date for payment of the Fee, the Supplier will send a "payment failed" e-mail message to the e-mail address provided by the Customer and will attempt to redeposit the amount - no more than five (5) times - using the credit or debit card provided.

11.5 If the Customer is late in paying the amount due or any part thereof to the Supplier for more than ten (10) calendar days, the Supplier shall have the right, without prior notification, to temporarily restrict or block the Customer's use of the Product or delete the Customer's Customer Account.

11.6 A Customer who has created a Customer Account and is charged for the Fee using the selected payment method is responsible for all activity that occurs on that Customer Account. In order to maintain control of the Customer Account and ensure that no outsider can access the account, the Customer must maintain control of the Product by enabling the devices used to access the Product and avoid disclosing the password or payment method details associated with the Customer Account to any other person.

12 Termination and Withdrawal

12.2 The Supplier alone shall have the right to terminate this Contract without giving any reason at three (3) months' notice. The Customer shall only have the right to terminate the Contract with a notice period of at least three months before the natural expiry date or the expiry date resulting from tacit renewal. The notice period shall be three (3) months and shall commence on the first day of the month following the month in which the notice is delivered to the other party. If the Customer's notice is not received by the Supplier within the aforementioned period, the termination shall be deemed to be completely ineffective and the contract shall be renewed for a further 12 months from the natural expiry date.

13 Processing of Personal Data

13.1 The Supplier undertakes to process the personal data of the users of the Product in accordance with the General Data Protection Regulation (GDPR) and the relevant legal regulations of the Italian Republic and guarantees the highest possible standard of security for the personal data of the persons concerned.

13.2 In terms of the provision of the Product, the Supplier declares that in connection with the use of the accessible user interfaces the Supplier does not collect any personal data of data subjects unless such data is voluntarily provided to the Supplier by the data subject using the Product.

13.3 In the context of the common use of the website <https://euroetica.it> not in connection with the provision of the Product, the Supplier collects personal data of data subjects solely for marketing purposes in accordance with the Product Privacy Policy document, which forms an integral part of these General Terms and Conditions and which regulates in detail the rules under which the Supplier processes personal data of data subjects.

13.4 An integral part of these General Terms and Conditions is the Data Processing Addendum (Data Processing Agreement), which further regulates the rights and obligations of the Supplier as data controller and the Customer as data processor arising from the General Data Protection Regulation (GDPR) and the relevant legal regulations of the Italian Republic and the European Union on the processing of personal data by the Supplier for the Customer during the provision of the Product.

13.5 The Supplier protects data and remote access by means of 256-bit Advanced Encryption Standard (AES) encryption and uses other means of data protection on the network to limit as far as possible the possibility of unauthorised intrusion into the network and misuse of the Customer's data.

14 Protection of Supplier's Rights, Liability

14.1 The Supplier is the owner of all rights, in particular the copyright under the Copyright Act, to the Product and all its components, with the exception of the content of the Reports made available via the Supplier's website and/or the application to the Customer or on their behalf, as a work protected by copyright, in particular to the graphic design, the multimedia content, the source code of the software applications that are part of the Product, as well as the concept and general idea of the Product and all components of its processing. The use of any part of the Product (in particular the graphic design, the multimedia contents, the source code, etc.) is only possible with the express authorisation of the Supplier.

14.2 In the event of unauthorised use of any part of the Product without the consent of the Supplier, the Supplier shall be entitled to use all means to protect its rights and legitimate interests in accordance with Italian law on copyright and related rights also in terms of compensation for damages. In the event of any unauthorised use of the Supplier's idea, platform and/or software implemented through the Product or other unauthorised actions against the interests of the Supplier, the Supplier shall be entitled to have recourse in particular to all legal remedies provided by Italian law, including the obligation for the infringer to refrain from unfair competition or eliminate the defective condition and, where applicable, to claim appropriate compensation, indemnification and recovery of sums paid but not due.

14.3 The Supplier shall not be liable beyond the scope specified in these General Terms and Conditions for the functionality of the Product, nor for the topicality, accuracy and factual correctness of the

information published on the Supplier's website and/or on the application. The Provider reserves the right to partially or completely limit the functionality of the Product to any extent or to change the content of the information published on the Provider's website and/or the application at any time without further notice. The Supplier shall not be liable to the Customer for any damage that may be caused to him. Any termination of the supply of the Product shall not affect the Supplier's claims to payment of the remuneration to which it was previously entitled under these General Terms and Conditions and the annexes thereto.

14.5 The Supplier shall not be liable for the content of any part of the Product created for the Customer, i.e. in particular, but not limited to, the content of the Customer's pro li and the content of the Reports, nor for the truthfulness, timeliness and accuracy of the published data.

14.6 By accepting these General Terms and Conditions, the Customer acknowledges that the Provider is permitted to use in-house machine/automatic translation technology in connection with the submission of the Reports via the software solution integrated into the Product (hereinafter the "Machine Translation"). The Provider holds all rights, in particular property rights under copyright law, to the machine translation technology and does not make use of the provision of the machine translation to third parties. By its nature, the Provider is not and cannot be held liable for the accuracy of the translation of the content of the Report by means of Machine Translation, nor for any damages resulting from the use of Machine Translation.

14.7 The Provider shall have the right to check the conformity of the use of the Product with these GTCs at any time and to demand immediate correction from the Customer, in particular in the form of amendment or deletion of information that is contrary to these GTCs.

15 Contact Details

15.1 Unless otherwise agreed, all communications relating to the supply of the Product and these General Terms and Conditions shall be made to the Supplier via the contact details listed above.

16 Final Provisions

16.1 In the course of the delivery of the Product, circumstances may arise that create a reasonable need for subsequent amendments to these General Terms and Conditions. For this purpose, the Provider is authorised to amend the General Terms and Conditions to the extent necessary. The Supplier is obliged to inform the Customer immediately of the amendment of the General Terms and Conditions via the Customer Interface of the Product and/or by sending an e-mail to the address provided by the Customer. The Customer has the right to reject any amendment to the General Terms and Conditions, of which the Customer is obliged to notify the Supplier in the Customer Interface and/or by e-mail, no later than five (5) days after notification of the amendment to the General Terms and Conditions. The General Conditions have been delivered to the Customer.

16.2 If an amendment to the General Terms and Conditions is rejected, the Customer shall cease using the Product with immediate effect. In this case, the Supplier will cancel the Client's registration on the Supplier's website and/or application. This provision shall in no way affect the rights and obligations that arose before the date on which the amendment of the General Terms and Conditions came into force; in particular, the Customer shall not be entitled to a refund or waiver of the Product Fee following the cessation of the use of the Product.

16.3 The rights and obligations of the Supplier and the Customer in respect of the Product and/or arising from the use of the Product not governed by these General Conditions shall be governed by Italian law, in particular the Italian Civil Code. In the event of a conflict between these General Terms and Conditions and an individual agreement concluded between the Supplier and the Customer, the provisions of the individual agreement shall prevail.

17. Applicable law and exclusive jurisdiction

Any disputes arising in connection with the use of the Product, the conclusion of the Contract and these General Terms shall be settled exclusively under Italian law.

To this end, the Parties declare to elect the Court of Milan as exclusive jurisdiction, all others being excluded.

The Parties acknowledge to have negotiated in good faith all the terms of the Contract, to have discussed every single clause and to have fully understood its meaning. Therefore, in consideration of the foregoing, the Parties mutually acknowledge that Articles 1341 and 1342 of the Italian Civil Code shall not apply.