GENERAL CONDITIONS FOR SUPPLY OF SERVICES (hereinafter, **the "General Conditions"**)

1.OBJECT

1.1. These General Terms and Conditions govern the commercial relationship between:
   a. Hoverture Italia S.r.l., with registered office at Via Aurelia no. 547, 00165 Rome, VAT No. 07222631009 (the "Client"); and
   b. the party that has signed the Order Form for acceptance (the "Contractor"),
   c. (collectively, the "Parties").

1.2. These General Terms and Conditions are an inseparable annex to the Order Form (MOFS-S rev. 1 2026) and, together with it, constitute the contract that comprehensively governs the relationship between the Parties (the "Agreement").

2. PROVISION OF SERVICES

2.1. The Contractor shall provide the Client with the services indicated in the Order Form (the "Services") using its own organization of resources and at its own risk, with full managerial and operational autonomy.

2.2. The Services shall be performed by personnel employed by the Contractor under regular employment contracts in accordance with applicable labor, social security, welfare and tax regulations, possessing adequate professional skills and experience and an appropriate contractual grading (the "Personnel").

2.3. The organizational, and disciplinary authority over the Personnel shall be exercised exclusively by the Contractor in the manner set out in these General Terms and Conditions; accordingly, any managerial, organizational and/or disciplinary authority of the Client or its collaborators over the Personnel is excluded.

2.4. Each Party shall appoint its own representative (the "Representative") to whom all communications relating to the performance of the Services shall be addressed; any communication between the Parties concerning the Services must also be sent to the respective Representatives. The representative appointed by the Contractor (the "Contractor's Representative") shall be delegated by the Contractor to exercise organizational and managerial authority over the Personnel. In particular, the Contractor's Representative shall give the Personnel the instructions necessary to ensure the best performance of the Agreement on the basis of the prior directions provided by the Client to the Contractor, and shall supervise the work of the Personnel, ensuring that it is carried out properly and correctly.

2.5. Where provided in the Order Form, and in any event where requested by the Client, the Contractor shall also perform the Services at the Client's offices and/or at the premises of the Client's customers (the "Customers"), in compliance with Articles 6 and 7 of these General Terms and Conditions.

3.SELECTION AND REPLACEMENT OF PERSONNEL

3.1. The Client reserves the right to request in advance from the Contractor the names, professional profiles and specific skills of the members of the Personnel, as well as any other information suitable to verify their professional adequacy in relation to the performance of the Services, and to express its approval of each member of the Personnel.

3.2. Once the Personnel has been selected, and before the start of the performance of the Services, the Contractor shall provide the Client in writing with the identifying details of the Personnel, in the manner set out in Article 6 of these General Terms and Conditions.

3.3. After the performance of the Services has commenced, the Contractor shall notify the Client in writing of any change concerning the Personnel involved in the performance of the Services, including any partial or total replacement of such Personnel.

3.4. The Client reserves the right to request in writing (by email) that the Contractor replace any Personnel who, in its view, lack the necessary technical skills or are responsible for improper and/or harmful conduct towards the Client or the Customers, or who have breached the Agreement, legal provisions, or internal regulations or security procedures of the Contractor, the Client or the Customers. In such cases, the Contractor shall immediately replace the Personnel concerned. In any event, any direct disciplinary action by the Client against members of the Personnel is excluded.

3.5. The replacement of Personnel, including in cases of force majeure, shall in no way entail extensions of the deadlines agreed for the provision of the Services. The Client's right to compensation for any damages suffered remains unaffected.

4.DELIVERY TERMS

4.1. The time limits for the provision of the Services are set out in the Order Form.

4.2. If those time limits (whether final deadlines or interim milestones) are not met, the Contractor shall pay the Client a penalty equal to 2.5% of the total consideration agreed for the entire Agreement for each week of delay, up to a maximum aggregate amount of 15% of the total consideration agreed for the entire Agreement, without prejudice to the Client's right to recover any greater damages suffered.

4.3. If the delay referred to in clause 4.2 exceeds 2 weeks, the Client shall be entitled to terminate the Agreement, without prejudice to its right to the penalties already accrued and to compensation for any greater damages.

5. FEES AND PAYMENT TERMS

5.1. The fees due to the Contractor for the performance of the Services are set out in the Order Form.

5.2. The Client reserves the right, at its sole discretion and during the term of this Agreement, to reduce the scope of the Services indicated in the Order Form or to exclude certain activities, with a corresponding reduction of the fees; the Contractor hereby waives any right to compensation or indemnity in relation to any such reductions of the Services and the fees.

5.3. No amounts shall be due to the Contractor for travel, accommodation or other travel-related expenses of the Personnel in connection with the performance of the Services, unless otherwise agreed in the specific Order Form.

5.4. The Contractor shall be entitled to payment of the contractual fees only on condition that the Client has approved the services rendered by issuing an explicit authorization to invoice (benestare alla fatturazione) by email. Such authorization shall constitute mere authorization to invoice and shall not constitute acknowledgment of debt.

5.5. Without prejudice to mandatory tax provisions, invoicing shall be carried out in the manner and with the frequency indicated in the Order Form, subject to the prior authorization referred to in the preceding clause.

5.6. It is understood that no payment shall be made by the Client in the event of non-fulfilment of the obligations set out in Articles 6, 7 and 8, and/or in the event of failure by the Contractor to deliver the documentation referred to in Articles 6 and 14 of these General Terms and Conditions, and/or where it is established that the Contractor has failed to duly and punctually pay wages, tax withholdings, social security contributions and compulsory insurance premiums for workplace accidents and occupational diseases due in respect of the Personnel, without prejudice in any case to Articles 6 and 7 below and without prejudice to all grounds for termination provided for in the Agreement.It is understood that no payment shall be made by the Client in the event of non-fulfilment of the obligations set out in Articles 6, 7 and 8, and/or in the event of failure by the Contractor to deliver the documentation referred to in Articles 6 and 14 of these General Terms and Conditions, and/or where it is established that the Contractor has failed to duly and punctually pay wages, tax withholdings, social security contributions and compulsory insurance premiums for workplace accidents and occupational diseases due in respect of the Personnel, without prejudice in any case to Articles 6 and 7 below and without prejudice to all grounds for termination provided for in the Agreement.

5.7. Non-payment of the fees in the circumstances referred to in the preceding paragraph, even if the Contractor has received authorization to invoice, shall not constitute a breach by the Client, and the Contractor shall have no standing to initiate actions, including in court, to recover amounts notionally credited in its favour.

5.8. Upon completion of the provision of the Services, any discrepancies in the fees for the supply shall be reconciled and settled.

6. CONTRACTOR'S OBLIGATIONS REGARDING TAX, SOCIAL SECURITY, WELFARE AND SAFETY

6.1. The Contractor undertakes to comply, and to ensure compliance, with all obligations in tax, social security, welfare and insurance matters arising from laws and regulations in force from time to time, and to grant its Personnel the economic and regulatory treatment established by the applicable collective bargaining agreements.

6.2. Once the Personnel has been selected pursuant to Article 3 and before the start of the performance of the Services, the Contractor undertakes to deliver to the Client the following documents:

a. a self-declaration in lieu of affidavit pursuant to Articles 2 and 47 of Presidential Decree no. 445 of 28 December 2000 containing: (i) a detailed list of all Personnel to be employed in the performance of the activities under this Agreement, and (ii) the single employment ledger registration number of each member of the Personnel;

b. a copy of the valid Documento Unico di Regolarità Contributiva ("DURC", Certificate of Social Security Compliance) relating to each member of the Personnel;

c. the Contractor's most recent chamber of commerce extract dated within the last 3 months;
d. a declaration attesting to possession of the technical and professional suitability requirements pursuant to Article 26, paragraph 1, of Legislative Decree 81/2008, with respect to the activities covered by the Agreement.

6.3. Once the supply has commenced, the Contractor shall send to the Client, on a monthly basis and together with the invoice for the fees referred to in Article 5, a statement attesting to the punctual fulfillment by the Contractor of all tax, social security, welfare and insurance obligations.

6.4. On a quarterly basis, starting from the beginning of the supply, the Contractor shall send the Client an updated copy of the DURC.

6.5. The Client reserves the right, at any time during the performance of this Agreement, to request from the Contractor another DURC that is currently valid and any other documentation relating to the Personnel employed in the performance of the Agreement that is deemed useful for verifying compliance with social security, tax and payroll obligations. By way of example, this includes copies of Forms F23 and F24 evidencing payment of all amounts due by the Contractor.

6.6. Failure by the Contractor to deliver to the Client the documentation indicated in this Article, and any other documentation proving correct fulfillment of all of the Contractor's obligations towards the Personnel, the social security and welfare bodies and the tax authorities, shall entitle the Client, at its sole discretion, either to suspend payment of the Contractor's invoices until the Contractor has regularized the obligations set out in this Agreement and under applicable law, or to terminate this Agreement with immediate effect.

7. WORKPLACE HEALTH AND SAFETY

7.1. The Contractor undertakes to adopt all measures necessary to protect health and safety in the workplace in accordance with the legislation in force from time to time, to equip the Personnel with everything required for accident prevention, and to comply with and ensure strict compliance with accident-prevention regulations. All related expenses shall be borne by the Contractor.

7.2. Within the Client's premises and at the Customers' facilities, members of the Personnel may access only the areas reserved for the performance of the Services, with all other areas remaining off-limits. The Parties acknowledge that the areas specifically reserved for the Contractor to perform the Services have been duly identified.

7.3. The Contractor shall provide each member of the Personnel with an identification badge bearing a photograph, the individual's personal details, and an indication that the person is part of the Contractor's Personnel.

7.4. The Parties acknowledge that, unless otherwise expressly communicated by the Client in the Order Form, the Services under this Agreement are of an "intellectual nature" within the meaning of Article 26 of Legislative Decree 81/2008. Consequently, no DUVRI (Single Interference Risk Assessment Document) has been prepared, as no interferences have been identified that would require prevention and protection measures to eliminate and/or reduce risks. The Contractor's obligations regarding workplace safety remain unaffected.

7.5. Where, in the specific case, the Services are not of an "intellectual nature" within the meaning of Article 26 of Legislative Decree 81/2008, the Contractor undertakes to promptly notify the Client in writing, describing the risks that will be introduced into the Client's and/or the Customers' premises. If interference risks are identified pursuant to Article 26, paragraph 3, of Legislative Decree 81/2008:

a. if the Services are performed at the Client's premises, the Client reserves the right, where necessary, to prepare a DUVRI indicating the measures adopted to eliminate possible interference risks;
b. if the Services are performed at premises under the legal control of the Customers, the Client reserves the right, where necessary, to forward to the Contractor any DUVRI prepared by the relevant Customer.

The DUVRI shall be signed by all interested parties and shall specify the costs of the measures adopted to eliminate or, where this is not possible, to minimise occupational health and safety risks arising from interference between activities, where present. Such costs shall be fully borne by the Contractor, who undertakes to notify the Client at least ten (10) days before the start of the performance of the relevant Services; in such case, the DUVRI shall form an integral and essential part of the Agreement.

8. OTHER OBLIGATIONS OF THE CONTRACTOR

8.1. The Contractor declares that it has the means and organization required to perform the contract and undertakes to carry out the Services with the utmost diligence and professionalism, strictly complying with the laws applicable to the Services and with the instructions given by the Client, ensuring the

highest professional standards and acting in a manner consistent with the Client's image.

8.2. The Contractor undertakes to perform the Services under this Agreement in full compliance with the Client's corporate policies, internal regulations, Supplier Code of Conduct and Code of Ethics, as made available on the Client's website. The Contractor confirms that it has reviewed such documents and undertakes to comply with them scrupulously throughout performance of the activities.

8.3. The Contractor undertakes not to interrupt the Services for the entire term of the Agreement and to ensure continuity of the deployed resources, and assumes full responsibility for its own conduct and that of the Personnel.

8.4. Without prejudice to Article 13, the Contractor shall be liable for any direct, indirect and/or consequential damage arising from any degree of negligence, carelessness and/or lack of skill in performing the Services and the activities covered by this Agreement.

8.5. In any event, the Contractor shall be liable for warranty for non-conformities and defects in the work pursuant to Articles 1667 and 1668 of the Italian Civil Code.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. During performance of the Agreement, the Contractor may have access to products/services developed by the Client or otherwise owned by the Client.

9.2. The Contractor acknowledges and agrees that such products/services contain proprietary and confidential information protected by intellectual property laws and other applicable legislation.

9.3. All rights in and to the Client's software, trademarks and other products/services (including, without limitation, rights in inventions, know-how, trademarks, designs, trade names and corporate names, copyrights, database rights, and any rights or forms of protection of a similar nature or having equivalent or similar effect existing anywhere in the world, whether or not registered, including applications for registration) are and shall remain the exclusive property of the Client.

9.4. By way of example only and without limitation, regardless of the means and processes used, the Contractor shall not, directly or indirectly:

a. access or attempt to access the source code of the Software;
b. reproduce, copy or otherwise use the Software;
c. carry out, or permit anyone not authorized by the Client to carry out, reverse engineering, disassembly or decompilation of the Software;
d. modify, adapt, correct, update, translate or otherwise alter, in whole or in part, the Software;
e. create derivative works, in whole or in part, from the Software;
f. assign, give, transfer or grant, including by way of security, the Software or any title or interest therein to any natural or legal person; or
g. use or publicly display the Software or any of its graphical elements without the Client's prior written authorization.

9.5. Nothing in these General Terms and Conditions shall be construed as transferring or licensing to the Contractor any right, title, ownership or interest in or to the Client's Software, trademarks or products/services as identified above.

9.6. Any breach by the Contractor of the Client's intellectual property rights shall result in automatic termination of this Agreement.

9.7. All products conceived and/or created by the Contractor or by the collaborators engaged by it in performance of this Agreement (including software, comprising source code, technical specifications, procedures, reports, drawings, designs, statistics, notes, data, etc., including any intermediate result) (the "Results") shall be the exclusive property of the Client. The Contractor acknowledges that the Client may freely dispose of the Results.

9.8. Upon termination of this Agreement for any reason, the Contractor shall return to the Client, within thirty (30) days following the termination date, all Results and any other documents acquired during or for the performance of the Agreement.

9.9. In the event of breach of the undertakings and obligations set out in this Article, the Contractor shall pay to the Client a penalty equal to twice the amount of the fees invoiced to the Client in the 12 months preceding the breach, without prejudice to any and all actions to protect the Client's rights and to compensation for any greater damages suffered, directly and/or indirectly.

10. CONFIDENTIALITY

10.1. The Contractor acknowledges that, in the course of the Agreement, it will become aware of sensitive data, materials, documents and related information, including, by way of example and without limitation, trade secrets, know-how, commercial and development policies, software, products, business processes, corporate organization, techniques and methodologies of the Client and/or of companies affiliated with the Client and/or of

Customers in Italy and worldwide, and, in general, information relating to this Agreement, its performance and the relationships created by the Agreement itself (hereinafter, the "Confidential Information").

10.2. The Contractor undertakes, on its own behalf and on behalf of its Personnel, both during the term of this Agreement and after its termination, not to disclose or otherwise use in any way, directly or indirectly, the aforesaid Confidential Information, and, in general, not to disclose any news, data or information of which it becomes aware in performing the contractual services or otherwise by reason of the engagement entrusted to it.

10.3. The obligations set out in this Article shall continue to bind the Parties for a period of three (3) years following termination of this Agreement for any reason, without prejudice to the Client's intellectual property rights, which shall not be subject to any temporal limitation.

11.PRIVACY

11.1. The Contractor declares that it is fully compliant, and undertakes to remain compliant throughout the term of the Agreement, with the legislation on the protection of personal data (including EU Regulation 679/2016, GDPR, and the applicable Italian Privacy Code).

11.2. If, in performing the Services, the Contractor has access to personal data owned by the Client, the Contractor agrees to accept appointment as Data Processor pursuant to Article 28 GDPR. Such appointment shall be formalized by a specific agreement setting out in detail the operational instructions, the categories of data processed, and the security measures to be adopted.

12.NON-COMPETITION

12.1. The Contractor undertakes, and undertakes to ensure that its Personnel likewise undertake, not to engage, directly or indirectly (including through participation in any manner or form in companies and/or entities), in any activity in competition with the Client for the entire term of the Agreement and for the 24 months following its termination for any reason, unless otherwise agreed in writing in the Order Form.

12.2. Any activity performed by the Contractor or its Personnel for the benefit of the Customers outside the scope of this Agreement shall be presumed to constitute a breach of the non-competition obligation under this Article.

12.3. Any breach by the Contractor of the non-competition obligation shall result in automatic termination of this Agreement and shall oblige the Contractor to pay the Client a penalty equal to twice the value of the Order Forms issued during the entire year preceding the breach, without prejudice in any event to the Client's right to compensation for further damages.

13.LIABILITY FOR DAMAGES

13.1. Without prejudice to Article 1229 of the Italian Civil Code, the Client shall in no event be liable for any damage to property and/or persons caused to third parties by the Contractor and, on its behalf, by the Personnel. The Contractor shall bear exclusive liability for damage arising from any unlawful acts committed by the Personnel in the performance of their duties, pursuant to and for the purposes of Article 2049 of the Italian Civil Code.

13.2. The Contractor undertakes to hold harmless and indemnify the Client against any charge or liability arising from judicial or extrajudicial claims brought by third parties for causes connected to the performance of the Services. In particular, the Contractor undertakes to reimburse the Client for any expense that the latter may be required to incur (by way of cost or compensation to third parties) as a consequence of the performance of the Services.

13.3. The Contractor further undertakes to keep the Client entirely free and harmless from any claim by members of the Personnel for non-payment of their remuneration and for any other breach by the Contractor of its obligations towards the Personnel, and towards the relevant social security, welfare and tax authorities. In particular, the Contractor shall indemnify and release the Client from any liability for accidents involving members of the Personnel and, more generally, the Contractor's collaborators in connection with the activities covered by this Agreement.

13.4. The Parties expressly agree that, where the Client is held jointly and severally liable pursuant to Article 29 of Legislative Decree No. 276/2003 and Article 26, paragraph 4, of Legislative Decree No. 81/2008, the Client shall in any event be entitled to claim from the Contractor immediate reimbursement of the amounts disbursed, plus statutory interest.

14.INSURANCE POLICY

14.1. The Contractor undertakes to provide evidence of an insurance policy taken out with a leading insurance company covering civil and professional liability of its partners and employees, for the benefit of the Client and third parties in general, as well as any joint and several liability relating to the payment of wages and social security contributions

pursuant to Article 29 of Legislative Decree No. 276 of 2003, with an aggregate limit of liability of not less than Euro 1,000,000.00 (one million/00). The Contractor also undertakes to provide the Client with evidence of payment of the premium.

14.2. In any event, the Contractor shall promptly give written notice to the Client of any damage or accident, specifying its cause and circumstances. The Client is hereby expressly authorized to contact directly the Contractor's insurance company for compensation of any damages and to obtain information relating to any claims that may have occurred.

15. NON-SOLICITATION OF THE CLIENT'S PERSONNEL

15.1. The Contractor expressly agrees not to hire, and not to make use of, directly or through any intermediary, any employees or collaborators of the Client who are involved in any capacity in the performance of the Services. This prohibition, applicable even if such solicitations originate from the Client's personnel, shall remain in effect for the entire term of the Agreement and for twenty-four (24) months following its expiration or termination for any reason.

15.2. In the event of breach or violation of this non-solicitation covenant, the Contractor shall pay the Client (by way of selection, hiring and training costs, as well as for damages arising from assignments already undertaken, etc.) a penalty equal to the gross salary received by the solicited employee or collaborator in the twelve (12) months preceding their resignation, without prejudice to compensation for any greater damages. As total or partial settlement of the foregoing, the Client may set off any amounts due against sums owed under invoices issued by the Contractor, including within the scope of other contractual relationships.

16. PROHIBITION ON SUBCONTRACTING AND ASSIGNMENT OF THE AGREEMENT

16.1. In light of the highly fiduciary nature of the activities commissioned under this Agreement, the Contractor is prohibited, unless expressly authorized in writing by the Client, from subcontracting, even partially, the performance of the Services and activities covered by this Agreement, and from assigning to third parties any right and/or obligation arising from the Agreement.

16.2. Any breach by the Contractor of the prohibition on subcontracting and/or assignment shall result in automatic termination of this Agreement and shall oblige the Contractor to pay the Client a penalty equal to 30% of the consideration relating to the Order Forms issued during the entire year preceding the breach, without prejudice in any event to the Client's right to compensation for further damages.

16.3. The Contractor is also expressly prohibited from granting special collection mandates or other forms of payment delegation for all or part of the fees due for the Services covered by this Agreement, unless expressly authorized in writing by the Client.

17. PROHIBITION ON TRANSFER AND/OR LEASE OF BUSINESS

17.1. The Contractor undertakes to promptly notify the Client in writing of any assignment, lease or transfer, whether in whole or in part, of the business or of the business unit relating to the provision of the Services under this Contract.

17.2. Following the notification referred to in Section 17.1, the Client reserves the right, at its sole discretion, to: (a) continue the contractual relationship with the successor entity; or (b) terminate this Agreement with immediate effect (Termination for Just Cause) as of the effective date of the transfer or lease of the business, by providing written notice to the Contractor within thirty (30) days of receipt of the notification referred to in Section 17.1.

18. EARLY TERMINATION

18.1. The Client may terminate this Agreement early at any time by giving fifteen (15) days' prior notice to the Contractor by registered letter with return receipt or by certified email (PEC). The Contractor shall provide the Client, upon execution of this Agreement, with its postal address and PEC address.

18.2. If the Personnel prove to be unsuitable as a result of checks carried out by the Contractor and/or following the Client's assessments and decisions, no notice period shall be required.

18.3. By way of derogation from Article 1671 of the Italian Civil Code, in the event of termination the Client shall only be required to pay the Contractor the agreed fee for the activities actually performed and approved.

19. EXPRESS TERMINATION CLAUSE

19.1. Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, and in addition to the other cases provided for in these General Terms and Conditions, the Agreement shall be deemed automatically terminated in the following cases:

a. breach by the Contractor of the obligations set out in Articles 2.2, 3.4, 4.3, 6.6, 7.1, 7.5, 9, 10.2, 11, 14, 15, 16 and 17; and
b. any other breach by the Contractor of such gravity as to prevent continuation of the relationship.

19.2. In all cases, the Client's right to compensation for damages suffered and to be suffered as a result of the breach remains unaffected.

20. OTHER GROUNDS FOR TERMINATION

20.1. This Agreement shall also be deemed automatically terminated upon the occurrence of any of the following events:
   a. insolvency or bankruptcy of the Contractor;
   b. a material change in the ownership of the Contractor.

20.2. It is understood between the Parties that, in the event of the Contractor's insolvency, the Client reserves the right to suspend all activities, without prejudice in any case to the right to recover any outstanding amounts.

21. GOVERNING LAW AND JURISDICTION

21.1. For all matters not expressly provided for herein, this Agreement shall be governed by Italian law.

21.2. The court having exclusive jurisdiction over any dispute arising out of or in connection with this Agreement shall be the Court of Rome.

22. NOTICES

22.1. Any communication between the Parties under this Agreement shall be made in writing and sent by registered mail with return receipt or by certified email (PEC) to the addresses indicated in the Order Form, which shall also constitute the elected domicile of the Parties for the purposes of any service of process.

23. INTEGRATION CLAUSES

23.1. This Agreement supersedes and replaces any prior understandings between the Parties.

23.2. No amendment or addition to this Agreement shall be effective unless made in writing and signed by both Parties.

23.3. It is understood that any failure or delay by the Client in exercising any right, power or privilege under this Agreement shall not constitute a waiver thereof.