

## GENERAL CONDITIONS FOR THE SUPPLY OF TECHNICAL-LINGUISTIC SERVICES/PRODUCTS

This document contains the general conditions for the supply of technical-linguistic services and products (hereinafter referred to as the "General Conditions") of the company: VERTO GROUP SRL

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(hereinafter for the sake of brevity referred to as the "Supplier")

## Background

These General Conditions are the result of specialist legal assistance provided specifically and exclusively to UNILINGUE (Italian Association of Language Service Providers) and the adoption of such conditions is recommended to all members of said Association to govern the relationships with its own clients according to common and shared principles.

## 1. Subject

1.1 The General Conditions set forth herein govern all agreements to be drawn up between the Supplier and the client receiving the proposal from the Supplier (hereinafter referred to as the "Client") concerning the supply of technical-linguistic services and products by the Supplier (hereinafter and for the sake of brevity referred to as the "Services").

1.2 Deviations from or amendments to these General Conditions shall only be valid if expressly accepted in writing by the Supplier and only for the supplies to which they refer. Therefore, any provision, introduced by the Client, which may be in contrast with or in addition to these General Conditions, shall be considered null and void unless it is expressly accepted in writing by the Supplier.

## 2. Completion and Execution of the Service Agreement

2.1 The Client, both when requesting a proposal and subsequently, shall provide the Supplier, in a clear, unambiguous and detailed manner, with all of the indications necessary to perform the assignment. The Supplier may also ask the Client for documentation and/or other material useful for the execution of the Services (documents previously produced, terminology relating to the industry and/or glossaries, regulations of reference, etc.). The Client assumes full and exclusive responsibility for everything it provides.

2.2 Any prices applied by the Supplier shall be considered binding only if expressly formalized in agreements or in proposals (for the latter, within the limits of their validity as per article 2.3).

2.3 The Supplier's proposal shall be considered valid for the period indicated in such proposal. The Supplier shall therefore not take into consideration any orders arriving subsequent to the expiry of such term.

2.4 The Service Agreement shall be considered executed when the Supplier receives from the Client, also by fax or e-mail, or by sending an online form should the Supplier use such method, its proposal undersigned in acceptance by the Client or, alternatively, a written communication of express acceptance of such proposal or a written request for execution of the Service, together with any other forms requested by the Supplier for legal and/or administrative purposes, duly filled in and undersigned by the Client.

In order for the "request for execution of the Client's Service" to be binding on the Supplier, it is a requirement that it expressly refers to the conditions contained in the Supplier's offer, or is in any case previously agreed between Supplier and Client. Any amendments or additions introduced by the Client to the proposal shall not be binding on the Supplier unless they are expressly accepted in writing by the latter. Subsequent to the receipt of the online order, the Supplier shall send a receipt for such order to the Client in the cases and with the methods provided for by law.

## 3. Changes

3.1 The Client shall have the right to request that changes be made to the Services requested. In such a case, the Supplier shall quantify for the Client the increase of the consideration as a consequence of any further fee being necessary following the requested changes, and it shall indicate the new estimated delivery terms. In any case, the Supplier shall have the right to withdraw from the agreement should the number of changes requested by the Client exceed one sixth of the total price originally agreed upon, or should the changes lead to notable differences with respect to the nature of the Service requested.

3.2 The Supplier shall not introduce changes or additions to the Services set forth in the contractual provisions, without written authorization by the Client. However, should the Client not provide its own consent to changes or additions deemed by the Supplier as essential in order to execute the Service up to standard, the Supplier shall be exempt from any and all liability and shall not provide any guarantee for the Service in question, without prejudice to the rights pursuant to article 1660 of the Italian Civil Code.

## 4. Code of Conduct

The Supplier declares that it is a member of UNILINGUE (Italian Association of Language Service Providers) and is bound to comply with the regulations and codes of ethics of such Association, issued on each occasion.

## 5. External Collaborations

5.1 The Client recognizes and accepts that the Supplier may make use of external collaborations (such as freelance professional translators) to carry out the Services in whole or in part.

5.2 The Supplier guarantees the suitable professional preparation of individuals, including external collaborators, to whom the requested services shall be assigned, and also guarantees to check such persons at all stages of the performance of the Service.

## 6. Persons in Charge

Following the execution of each service agreement, each party shall timely appoint a person in charge of managing the agreement, communicating the name of such person to the other party. Communications relating to the execution of the agreement may be exchanged through the appointed persons in charge.

## 7. Inspection of the Services in Progress

The Client shall have the right to inspect, whilst in progress, the execution of the Services requested, at its own expense. Any access to the Supplier's premises shall require a prior agreement with the Supplier regarding the timing and methods.

## 8. Considerations for the Services and Payments

8.1 The considerations for the Services and the payment terms shall be agreed upon on each occasion and shall be indicated in the Supplier's proposal for each individual agreement. The Supplier shall have the right to ask for advance payments at the beginning of the work and also at intermediate stages should the Supplier deem it appropriate, on account of the volume or nature of the work.

8.2 Unless otherwise agreed upon in writing, all payments must be sent to the Supplier by bank transfer to the bank indicated by the Supplier.

8.3 In the event of non-payment, in whole or in part, of the consideration by one of the established due dates, the Supplier shall reserve the right to charge to the Client, without the need to issue a formal notice of default, interest pursuant to article 4 of Italian Legislative Decree no. 231 of 9 October 2002 until the date of actual payment.

8.4 Notwithstanding the above, the non-payment, including partial, of the Services, within a period of 30 (thirty) days from the established due date, shall grant the Supplier the right to immediately terminate the agreement to which the payment refers pursuant to article 1456 of the Italian Civil Code, by registered letter with return receipt.

## 9. Deliveries

9.1 Unless otherwise agreed upon in writing, deliveries to the Client of the documentation and/or materials incorporating the Service shall occur "ex works" at the Supplier's premises. The Client therefore assumes any expenses and fees pertaining to the collection and delivery of the materials delivered by the Supplier. The delivery terms, as well as the more general terms of execution of the Services, shall be considered to start from the date on which the Supplier receives the acceptance of its proposal as indicated under article 2.4.

9.2 The Supplier reserves the right to carry out partial deliveries, at the time when and to the extent to which the single parts of the Service may be ready for delivery. This may occur, for example, in the case of long-term assignments and/or assignments which include a considerable volume of work. In such a case, the Supplier reserves the right to invoice the various delivered lots before the final date envisaged for the delivery of the entire Service. The Supplier also reserves the right to proceed with invoicing the Service in advance with respect to the delivery of the final documentation, in the event that the draft of the work is delivered to the Client and retained by it beyond the established period of time.

9.3 The times for delivery and execution of the Services are indicative and not definite, unless otherwise agreed upon in writing between the parties. As a consequence, any delays cannot give rise to any claim for compensation, penalties, cancellation of the order or termination of the agreement by the Client.

The above delivery terms shall in any case no longer be valid should any event not attributable to the Supplier occur.

## 10. Guarantees; Claims; Liabilities

10.1 The Supplier guarantees that the Services offered are performed up to standard by internal staff and/or external collaborators with proven qualifications and professional experience, subject to constant checks at all stages of the performance of the Services.

10.2 The guarantee offered by the Supplier with regard to translations covers any grammatical and/or spelling mistakes, as well as the incorrect comprehension and/or interpretation of the text.

However, any disputes and claims on the style of the text or translation are specifically excluded from the guarantee offered by the Supplier.

10.3 Any claims regarding the Services, as a result of defects or non-conformities not noticeable upon delivery, must be sent to the Supplier in writing, by registered letter with return receipt, fax or e-mail, within and no later than 60 (sixty) days from the delivery of the materials in the Services to which the claim refers, and the defects or non-conformities noticed must be precisely indicated. Failure to timely notify the Supplier of the claim shall lead to the Client's forfeiture of any right and action concerning the quality of the Services.

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10.4 In the event of claims, unless proved to be groundless, the Client shall have the right to have any defects or non-conformities removed by the Supplier and, if deemed necessary by the Supplier, to have the Service redone as quickly as possible and at the Supplier's expense.

10.5 The Client shall not have the right to obtain full or partial reductions or reimbursements of the price, or reimbursement of expenses for any assignment to third parties, including external ones, for any corrections or for the purpose of having the work redone, unless a prior and express agreement has been made between the Parties in that regard. In any case, the Supplier's liability, for any reason or cause, contractual or non-contractual, including direct and/or indirect damages sustained by the Client or by third parties, cannot exceed an amount equal to the consideration agreed upon for the Service to which the Supplier's liability refers. As the only exception to the above, should the Supplier have an insurance policy for civil liability arising from the Services, the Supplier shall be liable, limited to the events covered by such policy, for an amount not exceeding the maximum limits provided for therein, specifically excluding any and all liability for greater amounts.

10.6 The Supplier declines any and all liability arising from the materials provided by the Client in order to supply the Services. The Client shall remain the sole person in charge of the contents of such materials, and shall indemnify and hold the Supplier harmless from any damage or negative consequence that the Supplier could suffer as a result of the above. In any case, the Supplier reserves the right to refuse assignments if the materials provided by the Client are deemed illegal, immoral, improper or prejudicial to the rights of others. The Supplier shall also not supply any guarantee regarding the achievement of further results of any kind in consequence of the Services supplied, outside of the guarantees of these General Conditions and/or by means of any express individual agreements entered into with the Client.

10.7 No type of guarantee shall apply, and the Supplier shall not supply any services, if the Client has not settled all due payments, if the Client or third parties not subject to the Supplier's checks have made changes or additions to the materials the Services or have used them for purposes other than their normal intended purposes, as well as in all cases of damage arising from the fault or negligence of the Client or third parties not subject to the Supplier's checks.

10.8 Also, the Client shall not have the right to suspend or delay payments in the event of claims, or to autonomously make reductions to the price and/or offsets between the amounts owed by the Client as the price for the Services and sums which the Client deems are due for whatever reason.

### 11. Impossibility of Performance of the Service

In any case, the Supplier shall not be liable to the Client should the performance of the Service Agreement be delayed, made impossible or unduly burdensome due to unforeseeable events not attributable to the Supplier. Such events include, but are not limited to: natural events (e.g., fire, flood, earthquakes), acts of any public authority, explosions, accidents, war, insurrection, sabotage, acts of terrorism, epidemics, national strikes, interruptions to supplies (e.g., interruptions to electrical energy, telephone lines or other means of communication, as well as other elements essential for the supply of the Services) and computer viruses.

In the event that, for causes not attributable to the Supplier or the Client, the performance of the Services and/or the delivery to the Client of the related materials and/or the execution of any of the Supplier's other obligations is suspended for a period of more than three (3) consecutive months, each of the parties shall have the right to terminate the agreement without any liability whatsoever to the other party, without prejudice to the provisions of article 1672 of the Italian Civil Code.

### 12. Withdrawal

The Client has the right to withdraw from the Service Agreement even if the performance of such agreement has already begun. In such a case, the Client shall pay the entire consideration agreed upon for the Service, which must be paid to the Supplier within 30 (thirty) days from the date of the corresponding request by the Supplier, without prejudice to the right of the Supplier to claim compensation for any greater damages sustained.

### 13. Early Termination

The Supplier has the right to immediately terminate the Service Agreement, in addition to the cases expressly provided for by these General Conditions and by the law, should any change to the economic conditions of the Client occur which could compromise its ability to fulfill its own obligations or in the event that the Client is placed, by way of example, in liquidation, subject to bankruptcy or other insolvency proceedings, or is in a state of insolvency. In such a case the Supplier shall have the right to request the full payment in one lump sum of any outstanding amounts due by the Client.

### 14. Confidentiality

14.1 The Supplier and the Client mutually undertake to keep strictly confidential, and to use exclusively for the purpose of executing the Service Agreement, all information and documentation exchanged between them relating to the Service or in any case to their activity, whether such information is of a technical, technological, productive, commercial, corporate, administrative, financial or general business nature. Exception to the confidentiality obligation is made for any information which is public knowledge at the time when such information is communicated, or should such information subsequently become public knowledge due to an act not attributable to the recipient

party, as well as any information whose disclosure is necessary pursuant to legal provisions or is requested by the Judicial Authority or by another Public Authority. The supply of Services which, by express agreement between Client and Supplier, specifically require the use of automatic translations provided by online services are also excepted: in these cases, the Client expressly takes note of, and accepts, that segments, single portions or words of the original texts, and of texts translated in performing the Services, may be stored at remote locations and therefore become accessible to third parties.

14.2 The Supplier shall ensure that the internal staff and external collaborators used for the performance of the Services are subject to the above confidentiality obligation. Explicit authorization by the Client to use automatic translations provided by an online provider, shall release the internal staff and external collaborators hired by the Supplier from meeting this requirement given the nature itself of the above translation system.

### 15. The Supplier's Rights of Ownership

15.1 The rights of ownership of everything produced during the performance of the Service belong to the Supplier, including, by way of example, informational material, data banks, glossaries and translation memories.

15.2 In no case shall the Client be authorized to distribute and commercially exploit in any form the materials produced by the Supplier and supplied to the Client in the performance of the Services, nor to create works deriving from them.

### 16. Retention of Data and Materials

The Supplier may in any case retain a copy of the materials produced in the performance of the Services for archiving purposes, as well as a copy of the data and materials provided by the Client, pursuant to the laws in force.

### 17. Autonomy

The service agreements between the Supplier and the Client are drawn up between autonomous and independent parties. The Supplier is a commercial company which supplies the Services with the organization and management of the necessary methods at its own risk.

### 18. Mediation – Jurisdiction

18.1 In the event of disputes arising from these General Conditions and from the service agreements between the Supplier and Client, the parties undertake to make a prior attempt at conciliation in accordance with the provisions of Italian Legislative Decree no. 28 of 4.3.2010.

18.2 Should the attempt at conciliation not be successful, the Court of PERUGIA shall have exclusive jurisdiction in deciding any disputes between the parties.

### 19. Applicable Regulations

For any aspect not provided for by these General Conditions, legal regulations and in particular the provisions of the Italian Civil Code concerning supply agreements (article 1655 et seq.) shall apply.

### 20. Final Provisions

20.1 The single service agreements are governed by the agreements entered into on each occasion and included in the Supplier's proposal accepted by the Client as per article 2.4, as well as by these General Conditions. Any previous verbal or written agreements entered into between the Supplier and Client shall be superseded and cancelled. Any subsequent contractual amendments shall not be effective unless expressly agreed upon in writing.

20.2 Should any provision of these General Conditions be deemed invalid or ineffective, such invalidity or ineffectiveness shall not compromise the validity of the remaining provisions which shall continue in full force and effect.

20.3 Communications between the parties pertaining to their own contractual relationships shall occur in writing and, except for cases in which a particular form is expressly provided for, may be carried out by ordinary or registered post, fax or email, to the addresses which each party shall ensure to provide to the other in writing in a complete and timely manner, also in case of any subsequent changes.

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(The Client)

In accordance with and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client declares that it has specifically examined and approved the following provisions: Art. 1 (Subject); Art. 2 (Completion and Execution of the Service Agreement); Art. 3 (Changes); Art. 9 (Deliveries); Art. 10 (Guarantees; Claims; Liabilities); Art. 11 (Impossibility of Performance of the Service); Art. 12 (Withdrawal); Art. 13 (Early Termination); Art. 14 (Confidentiality); Art. 15 (The Supplier's Rights of Ownership); Art. 16 (Retention of Data and Materials); Art. 18 (Mediation – Jurisdiction).

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(The Client)