

INTRODUCTORY NOTES

This standard has been prepared by the Legal Department of Avanade Italy S.r.l. in accordance with business policy and procedures. As a consequence, therefore, if the Supplier wishes to modify its contents, the Legal Department of Avanade Italy S.r.l. should be consulted.

These **General Conditions for the Purchase of Goods and Services and the Leasing of Assets** govern and shall apply to all supplies and leasing, whichever may be the case, provided to Avanade (or to the other Italian companies of the Group listed herein) by its suppliers. Avanade's requests for supplies shall be formulated as orders for purchase or leasing as governed herein.

The acceptance of these General Conditions shall be understood to be valid and effective for all future orders, if any, whose object is the purchase or leasing of goods or assets.

The orders will be sent to the Supplier by the means provided in article 1 "Orders".

On occasions, as part of the purchase of goods, Avanade may also request the provision of associated services, such as for example the maintenance of purchased goods, assistance services, etc.

In such circumstances it is necessary to assess whether the supply of services has importance and whether it leads to a risk for Avanade in respect of the Supplier's employees who perform the service in favor of Avanade.

GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES AND THE LEASING OF ASSETS

Recitals and attachments

These General Conditions for the purchase of goods and services and the leasing of assets (hereinafter the "**General Conditions**") shall govern and shall apply to all supplies and leasing, whichever may be the case, provided to Avanade by its suppliers. Avanade's requests for supplies shall be formulated as orders for purchases or leasing as governed below.

The following attachments form an integral part of these General Conditions:

Attachment 1: A Statement made by Supplier and signed by its legal representative that certifies:

- (a) that Personnel have been properly remunerated and have properly received civil, fiscal and social security treatment in compliance with prevailing Laws, Regulations and Labor Agreements;
- (b) the Name of the Head of Supplier's Prevention and Protection Service and the means by which he or she may be contacted by telephone and by ordinary and electronic mail);
- (c) the application to the competent Authorities for the social security payment document (the "DURC") which shall be provided to Avanade as soon as it is received. Supplier undertakes to provide Avanade with the DURC also at a later date if requested in writing by Avanade;
- (d) a tax certificate issued by the Tax Office demonstrating that all tax affairs are in order;
- (e) that the services provided by Supplier are of an "intellectual nature" and/or regard "mere supplies of materials and equipment" pursuant to article 26 of Legislative Decree no. 81/2008 unless indicated otherwise in the individual technical and economic offers made by Supplier. If unlike the statement made in said document the Services are not of an "intellectual nature" and/or do not regard "mere supplies of materials and equipment" pursuant to article 26 of Legislative Decree no. 81/2008, Supplier shall communicate such to Avanade in the individual technical and economic offers for the single projects or alternatively to the individual project heads and in such case the provisions of article 14.4 shall apply;
- (f) that Supplier is in possession of the technical and professional requirements complying with ex Presidential Decree no. 445/2000;
- (g) that it has read through and undertakes to respect the contents of the Information regarding matters of health and safety in the workplace in which details are provided concerning the specific risks existing

at the premises of Avanade where it is intended that Supplier's Personnel shall work and concerning the prevention and emergency measures adopted in relation to Avanade's activities as per Attachment 3.

Attachment 2: a certificate of registration with the Chamber of Commerce bearing data and information valid at the date of dispatch to Avanade and certifying amongst other things the absence during the past five years of bankruptcy procedures pending on Supplier and an antimafia clearance relating to its representatives (pursuant to article 10 of Law no. 575/65 and subsequent amendments).

Attachment 3: Information regarding matters of health and safety in the workplace in which details are provided concerning the specific risks existing at the premises of Avanade where it is intended that Supplier's Personnel shall work and concerning the prevention and emergency measures adopted in relation to Avanade's activities.

In addition, if the Services to which an Order relates are provided at premises under the legal disposition of Avanade's final client, the following document shall be attached to the Order:

Attachment 4 "Minute on cooperation and coordination activities regarding health and safety in the workplace" or alternatively, where necessary, the "Interference Risk Assessment Document" (the "DUVRI") prepared by the final client which Avanade will communicate to Supplier and which will be signed by all the parties concerned with a specific indication of the cost of the measures adopted to eliminate or, where that is not possible, reduce to a minimum the risks regarding health and safety in the workplace arising from the interference of works where present. In any event Attachment 4 shall contain detailed information on the specific risks that exist in the environment where it is intended that Supplier's Personnel shall work and on the prevention and emergency measures adopted with respect to Avanade's activities.

Supplier undertakes to send, within 30 (thirty) days from the issue of the first Order relating to these General Conditions, the documents which pursuant to Attachment 1 c) - d) Supplier declares to have requested. It is understood that Supplier shall notify Avanade promptly of any changes in the declarations made in Attachment 1 and shall promptly send an updated version to Avanade of the documents described in Attachment 1 c) - d) and in Attachment 2, each time that the data contained therein are no longer correct.

The Recitals and the Attachments form an integral and substantial part of the General Conditions and of the Individual Orders that shall be issued by Avanade from time to time.

Definitions:

For the purpose of these General Conditions the following terms shall have the meanings described below:

"*Avanade*" shall mean the company of the Avanade Group registered in Italy - as defined below - which has placed an Order, and which shall consequently from time to time be one of the following company:

- **Avanade Italy S.r.l.:** headquartered in Milan 20124, Via Roberto Lepetit 8/10 ,registered with the Registrar of Companies with tax code and VAT number 13083980154; REA 1612624; and with offices also in:
 - I. Rome 00143, Via della Fonte Meravigliosa, 76 3/A
 - II. Rome 00143 , Via Giunio Antonio Resti, 71
 - III. Florence 50129, Via Don Giovanni Minzioni, 36

"*Group*" or "*Avanade Group*" shall mean the set of Companies means all and any companies and/or corporate persons that are entities controlled by Avanade Inc., a company registered in US and its assignees, and/or which are under common control. Control means the ability (however exercised) to manage, directly or indirectly, the business activities of another company and/ or legal person through, for example, by having the power to make decisions or through contractual relationship.

"*Products*" shall mean the goods and/or services indicated in the Order;

"Intellectual Property Rights" shall mean all intellectual and industrial property rights, wherever acquired, including, merely by way of example, any invention, patent, design, utility model, copyright, trademark, database, chart, commercial or confidential information, know-how or commercial secret and any other right of an such nature, whether registered or not, and the right to apply to have such registered.

"Order" shall mean the Purchase/Lease Order with which Avanade places an order for the purchase or lease of Products.

"Specifications" shall mean the specifics, descriptions, functions and other characteristics stated in the Order, in attachments to the Order (including designs or descriptions) and in product documentation provided by Supplier.

"Supplier" shall mean the physical or legal entity which shall supply Avanade with the Products for purchase or lease in compliance with the Order.

"Conditions" has the meaning stated in the recitals.

"Party" shall mean Avanade or Supplier.

"Parties" shall mean Avanade and Supplier together.

1. Orders

1.1 The Orders and any attachments to such (envisaged by these General Conditions where it is necessary to complete the object and consideration of the Order) issued by Avanade in execution of these General Conditions as the result of and in relation to an offer of a technical and economic nature made by Supplier shall state the Products requested to be purchased or leased.

. The Order placed by Avanade shall state the Products requested by Avanade for purchase or lease. Supplier accepts that any Order for purchase or lease of Products shall be regulated by these Conditions, which shall in any case prevail over any provision or term whatsoever that is incompatible, conflicting or inconsistent with them unless the Parties have specifically agreed otherwise in writing.

1.2 In the event Supplier is required to design, develop or produce goods specified in an Order specifically for Avanade, Supplier shall submit a prototype and/or project design to Avanade for approval. Supplier shall obtain written confirmation from Avanade that the prototype and/or project have been accepted. Avanade shall not be held responsible for the reimbursement of any cost incurred by Supplier prior to receipt by Supplier of said written acceptance.

1.3 At Avanade's discretion Orders may be sent to Supplier by ordinary mail, by email, by fax or by any other means that may arise from any new operating requirements of Avanade if Supplier is specifically notified in advance in writing. Supplier undertakes to put in place adequate procedures and security measures to ensure that Orders transmitted are protected against unauthorized access, manipulation, delay, destruction or loss.

1.4 Orders placed by Avanade under the procedure referred to above and all communications connected with these Orders shall arrive by ordinary mail solely from the offices of Avanade indicated above in "Definitions" or by email or fax and shall be sent to Supplier only to the email address or fax number of Supplier in the "Supplier Schedule" sent to Avanade on selecting the Supplier or, if that address was not provided, to the email address stated in the Order.

1.5 It is acknowledged that if Orders or communications connected with Orders are sent to ordinary mail or email addresses or fax numbers that differ from those stated above, it shall be assumed that they have never been sent.

1.6 The Parties explicitly acknowledge that these Conditions fully govern the relations between the Parties in respect of the Orders which relate to them. Any other agreement or contractual clause of Supplier, even if notified to Avanade or included in documents sent by Supplier to Avanade (such as merely by way of example the acceptance of orders, etc.), shall be considered never to have been accepted by Avanade and in any case ineffective.

1.7 The Parties undertake to ensure that the any transactions concluded by electronic means are not legally invalid or ineffective solely because they are in electronic form. By signing these Conditions the Parties expressly waive any right to dispute the validity of any Order or the acceptance of an Order on the sole grounds that it has been sent or received by electronic means.

1.8 If Avanade requests a confirmation message providing specific acceptance of the Order to be sent to a specific ordinary mail or email address or to a specific fax number, the Order shall not give rise to any obligation on Avanade's part unless Supplier has sent the acceptance referred to herein, even if the Order has been properly received in accordance with the terms contained in the preceding paragraphs.

1.9 The Parties undertake to ensure that all Orders transmitted properly in accordance with the terms of this paragraph shall be deemed to satisfy the legal requirement of being in writing. The Parties undertake to recognize the value given to the Order pursuant to article 2702 of the Italian Civil Code.

1.10 Supplier warrants that it will have a Business Continuity Programme (“BCP”) in relation to each Order for which a request is made; such BCP shall be maintained for the term of the Order to which it relates.

Supplier shall test its BCP at least once a year and communicate to Avanade that this testing has been completed, in addition to (a) listing any anomalies found, or (ii) stating that no anomalies have been found. Supplier shall provide written communication to Avanade at least sixty (60) days in advance of its intention to make substantial changes to its BCP or to put an end to it. If Supplier does not have a BCP at the effective date of an Order that requires a BCP, Supplier undertakes to prepare a detailed BCP and provide this to Avanade by and no later than thirty (30) days after the effective date of the Order. Such BCP shall be approved in writing by Avanade. Once approved, the provisions of this article shall apply to this BCP. Furthermore, at the request of Avanade, a request that may not be made more frequently than quarterly, Supplier shall provide guarantees concerning its financial situation by presenting to Avanade financial reports or the financial documentation normally kept by Supplier as part of its business activities.

2. Acceptance of Orders

Orders placed by the means provided in the previous article shall be deemed fully valid and accepted by Supplier under the principle of correct execution, or in the event that within 5 (five) working days subsequent to the date of their dispatch Avanade does not receive a notification to the contrary that is addressed and sent to the person named as “Requester” or likewise in the Order or if Supplier does not receive communication from Avanade within the same term by email, fax or ordinary mail that cancels or modifies an Order previously placed.

3. Delivery

3.1 An essential requirement for Order compliance is execution by Suppliers in line with the time frame stated in the Order. Products must be delivered and services must be executed by the date and at the locations specified in the related Order.

3.2 Unless otherwise expressly agreed in writing, Products shall be delivered on normal workdays. Shipping expenses and all other expenses ancillary to the supply of the Products shall be borne by Supplier, unless otherwise specified in the Order.

3.3 The signature by Avanade on the shipping note or other documentation on delivery of the Products shall only constitute evidence of the number of packages delivered but not of the actual quantity, quality or condition of the Products delivered.

4. Specifications and Returns

4.1 Products must comply in all their aspects with the Specifications. In the case of goods, said goods shall be built using such materials and processes and design (where Supplier is responsible for design) of a quality that is appropriate for their intended use and shall be identical in every aspect to the models or prototypes provided to or accepted by Avanade. In the case of services, said services shall be performed in a diligent manner and shall be free of any defect, including installation defects, and (to the extent that Supplier is responsible for design) shall be free of any defect of design and installation.

4.2 All Products shall pass Avanade’s conformity test. Avanade shall be entitled to refuse any Products which are not compliant with article 4.1. Where, due to the nature of the Products, defects or noncompliance with article 4.1 do not, or cannot, become evident until the Product has been utilized (despite having been tested). Avanade shall be entitled to return said Products after a reasonable period of utilization and notwithstanding the Civil Code provisions relating to the sale of goods and services.

4.3 If Avanade so requests, any Product returned under article 4.2 shall be replaced or, where applicable, rebuilt, by Supplier at Supplier’s expense. Alternatively, Avanade may (at its discretion), decide to terminate the Order under article 10 both in relation to the Products returned under article 4.2 and in relation to all remaining Products comprising the Order (where applicable). All Products refused or returned by reason of noncompliance with article 4.1 shall be returned to Supplier at Supplier’s expense.

4.4 Products shall be compliant with all requirements of Italian and European law and with all applicable international standards. At the date of delivery or execution, Products shall comply with all requirements applicable to said Products under whatever law or standard or other regulatory instrument that has the force of law.

4.5 Notwithstanding Avanade's rights at article 4.3, Avanade shall be entitled to return goods to Supplier within 15 (fifteen) days from the date of their delivery and obtain the total reimbursement of all monies paid for said goods without incurring any additional cost or expense of any nature whatsoever.

5. Inspection

Supplier shall allow Avanade to access Supplier sites during reasonable hours in order to inspect the Products during production, delivery and storage. Where, as a result of said inspection, Avanade believes that the Products are noncompliant with the Order, Avanade shall notify Supplier in writing and Supplier shall adopt without delay all measures to ensure compliance. An inspection or notification on the part of Avanade does not in any way exonerate Supplier from full compliance with all Supplier obligations deriving from the Order.

6. Transfer of Title and Risks

6.1 In the case of leasing, title to goods and risks or responsibility for goods shall be transferred to Avanade at the time the goods are delivered, which shall occur in compliance with article 3. Said transfer of property title and risks or responsibility shall not in any way prejudice the rights under article 4 of these General Conditions.

7. Price and Payment

7.1 The prices and currency shall be those specified in the Order. In any event if payment is not made by the date or dates indicated in the Order, in derogation of the provisions of Legislative Decree no. 231/2002, interest shall accrue at the legal rate from the date that the payment becomes overdue, pursuant to article 1284 of the Italian Civil Code.

7.2 Prices rises shall not be effective unless specifically agreed in writing with Avanade, in derogation of any other provision of law.

7.3 In the case of purchases, once Products have been delivered, Supplier shall issue an invoice and Avanade shall pay Supplier within 75 (seventy five) days of the last day of the month in which the invoice is issued. In the case of leasing, once Products have been delivered, Supplier shall issue a shipping note and Avanade shall pay Supplier the appropriate monthly installments unless Avanade and Supplier agree otherwise in writing (at the request of Avanade).

7.4 Supplier is explicitly forbidden to assign credit, to grant special power of debt collection or to delegate payment collection in any other manner, in whole or in part, of the amount due.

7.5 Payments, including reimbursements of expenses, may be suspended in the event of any dispute over the Products.

8. Intellectual Property Rights

8.1 Supplier warrants that the sale or the utilization of the Products do not infringe any copyright, patent, trademark, registered design or any intellectual property right of any other nature whether listed here or not.

8.2 Supplier shall indemnify Avanade from any action, cost, lawsuit, claim, expense or liability of any type whatsoever that may result from any infringement, or any alleged infringement, on the part of Avanade in relation to article 8.1. Supplier shall furthermore defend Avanade, or (at the discretion of Avanade) support the defense of Avanade, in any legal proceedings that may arise in relation to the foregoing.

8.3 In the event of any third party claim or action, Supplier shall, without incurring any cost for Avanade, immediately adopt all measures and implement all actions required (including the procurement of any necessary licenses, permits or authorizations, or modify or replace any infringing Product), that may be necessary to redress, or compensate for, the infringement and Supplier shall avoid undertaking any action which might prejudice Avanade's intellectual property rights. Supplier shall, at all times, act in a manner that minimizes inconvenience or interruption of Avanade's activities.

8.4 Intellectual property rights relating to Supplier intellectual creations realized during service execution ("Creation(s)") shall belong immediately and exclusively to Avanade. In the event Supplier requests, and Avanade grants, written consent to assign intellectual property rights on a specific Creation to Supplier, Supplier guarantees to provide free of charge to Avanade, and to Avanade's subsidiaries, an irrevocable license to use, copy or modify said Creation and authorization to sub-license for remuneration said Creation to third parties for whatever purpose.

8.5 Supplier renounces all the economic use rights relating to Creations supplied pursuant to these Conditions to the extent said Creations relate to Avanade. Supplier, furthermore, acknowledges that Supplier has obtained analogous undertakings relating to the renouncing of economic use rights from

Supplier's employees, agents, sub-contractors or other third parties in order to ensure compliance with this article 8.

8.6 All designs, specifications, data, documentation or other information provided by Avanade to Supplier regarding an Order, and any right of intellectual property related thereto, shall remain exclusively proprietary to Avanade. Supplier shall treat said information or materials in the strictest of confidence for an unlimited period of time and shall return said information to Avanade at Avanade's request or when deliveries under the related Order have been completed.

9. Supplier's Liability

Supplier shall indemnify Avanade against any loss, cost, expense or liability incurred by Avanade either directly or indirectly as the consequence of any third party action, claim or lawsuit based on an alleged infringement by Supplier of these General Conditions or any other civil law provision relating to the sale of goods, the supply of services or leasing, and any other applicable law or regulation.

10. Order Termination

10.1 Avanade reserves the right to terminate pursuant to article 1456 of the Italian Civil Code the whole or part of an Order or any shipment made on the basis of the Order by a simple communication in writing, if that Order has not been executed in all its aspects in compliance with the instructions and Specifications stated in the Order and in these General Conditions, and in particular article 3.1, which place an essential obligation on Supplier.

The right of Avanade to terminate Orders in all the cases in which Supplier is in default remains in all events unprejudiced; termination must be carried out by sending a dispute notice by registered letter with return receipt with 15 days.

10.2 In the event that Avanade terminates all or part of an Order or a shipment, it shall be obliged to pay Supplier only for those Products of the Order or shipment that have been expressly accepted by Avanade. In the event Avanade terminates all or part of the Products listed in an Order, Avanade shall be entitled to purchase or lease from third parties an analogous quantity of Products with similar characteristics and qualities, and in that case Supplier shall, at Avanade's request, reimburse Avanade for any additional expense thereby incurred as a result of the Order termination, including any difference due to an increase in price compared to that stated in the Order.

10.3 Avanade is free to withdraw its Orders at any time by giving notice of 15 days and communicating this by means of a registered letter with return receipt sent in advance by fax; in this event, Avanade shall still have the obligation to make payment to Supplier for those Products included in the Order or shipment that have been explicitly accepted by Avanade.

It is specifically acknowledged that Avanade has the option of withdrawing from any Order under the same terms and conditions as those stated in the previous paragraph (i) if Supplier is subject to an executory procedure or if legal proceedings are being taken against Supplier's representatives and/or directors; (ii) in the event that control of Supplier is transferred, Supplier is legally transformed, demerged or merged, or Supplier's business or branch of business involved in executing the Order is sold, contributed or rented.

11. Miscellaneous

11.1 Supplier undertakes to execute the tasks that are the subject of the Order with the maximum diligence and in accordance with high levels of quality, fulfilling all the obligations resulting from the Order accurately, in good faith and in observance of any technical regulations on the matters concerned.

11.2 Supplier shall stipulate and maintain adequate insurance policies with reputable Insurance companies to cover all possible responsibility or liability on the part of Supplier that may arise versus Avanade by reason of an Order.

11.3 All Orders and all information concerning Avanade disclosed by Avanade to Supplier shall be treated as strictly confidential and Supplier shall not disclose or share said confidential information with third parties without obtaining advance written consent from Avanade.

11.4 Supplier shall not wholly or partially assign or transfer Orders without prior written consent from Avanade; the Products that relate to any Order shall not be given as collateral by Supplier nor may they be subject to encumbrance of any kind.

11.5 Where Supplier intends to sub-contract the supply of Products, Supplier shall obtain prior written consent from Avanade. In the event of sub-contracting, Supplier shall not in any way be free from Supplier obligations versus Avanade and shall accordingly remain responsible versus Avanade for any action or omission on the part of the sub-contractor(s), including in respect of any non-fulfillment by the

sub-contractor towards his employees and/or collaborators and labor authorities and social security agencies.

11.6 In case of Orders relating to the lease of Products, the provisions regarding leasing set forth in Italian civil law at articles 1571 et seq. of the Italian Civil Code shall apply, unless otherwise explicitly provided in these Conditions.

11.7 Delay or failure to exercise any right on the part of Avanade or on the part of Supplier deriving from these General Conditions shall not be construed as a waiver of said rights.

11.8 In the event any single provision in these General Conditions is declared void, invalid or illegitimate, these General Conditions shall continue to remain fully valid and effective in respect of the remaining clauses and provisions to the extent permitted by law.

11.9 Notwithstanding article 1.1, Orders contain the entire agreement between the Parties and supersede any other written or oral agreement, declaration or proposal, of the Parties relating to the same subject.

11.10 No aspect of these General Conditions or of any document that forms part hereof or that has been agreed in relation hereto, may be amended, modified or renounced, except in writing by the Parties.

11.11 Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Avanade as described in the Avanade Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct.

Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. A local phone number has been established for each country that Avanade has offices, so to report a serious concern in Italy, please call the Avanade Business Ethics Line at 800-788273, available 24 hours a day, seven days a week (the Avanade Business Ethics Line is also available via an encrypted website hosted by a specialist third-party service provider. For countries inside the European Union, use <https://www.financial-integrity.com/avanadebusinessseuline.jsp>).

You should use the Ethics Line only to make a good faith claim. Avanade takes all allegations seriously.

11.12 Supplier declares (a) that it is aware of the contents of Legislative Decree no. 231 of June 8, 2001 and undertakes to refrain from any conduct which might result in indictment for criminal offenses under that Legislative Decree and b) that before signing the General Conditions and/or Orders, Supplier has examined the Organization Model (the "Model") adopted by Avanade and available to third parties on the following website:

- <http://www.avanade.com/it-it/legal/Modello%20231%20Avanade%20Italy%20S.r.l.pdf>

and undertakes as a consequence to respect the principles stated in the Model and adjust its conduct to those principles for the entire term covered by the Orders or in any event by its collaboration with Avanade. Non-compliance by Supplier with this undertaking and in any event if Supplier is accused of infringement of the provisions of Legislative Decree no. 231/2001 referred to above (by being charged), or as amended in future, shall be considered grave noncompliance with any Order and grounds for its termination pursuant to and to the effects of article 1456 of the Italian Civil Code, having immediate effect by a simple communication to Supplier, without affecting any compensation for damages that may be due from Supplier or enforcement of damages against Supplier.

11.12 bis) Noncompliance by Supplier with the provisions of articles 11.11 and 11.12 shall, under article 1456 of the Italian Civil Code, trigger termination with immediate effect of any other agreement, contract, undertaking or pact however designated existing between the Parties (including as regards Avanade the companies belonging to the same Group), without any prejudice to Avanade's right to seek compensation for damages from Supplier.

11.13 Supplier shall comply with all applicable laws and regulations and shall be solely responsible for any noncompliance. Specific reference is made, but not limited, to Legislative Decree no. 196/2003 relating to data privacy and Legislative Decree no. 81/2008 relating to safety in the workplace.

11.14 Supplier shall not use the name of Avanade outside Supplier's organization in relation to the Services or for any other purpose, without the prior written approval of Avanade; Avanade shall grant approval at its own discretion.

11.15 Only when requested in writing by Avanade and exclusively when relating to the obligations of these General Conditions, Supplier undertakes furthermore to establish a cautionary deposit by means of an unconditional first-call bank surety with all exceptions removed, without preventive enforcement, for an amount equal to 60% of the Order amount, with express waiver of the expiry term pursuant to paragraph 2, article 1957 of the Italian Civil Code.

11.16 All communications between the Parties shall be in writing by registered letter with return receipt or by fax or, limited to Orders, by the means described in article 1, and shall be sent to the following addresses:

Supplier: to the registered office or to the address stated in the Order;

Avanade: to the addresses stated in article 1 as applicable for each Order.

All communications of an administrative nature sent by Supplier and relating to the Orders must in addition be sent in copy to the addresses stated in the "Definitions" above as applicable for each Order and to the attention of the person whose name is indicated in the Order as "*Preparatore*".

12. Personnel

12.1 Supplier undertakes to execute the Orders by the use of its own employees, for whom it shall have obtained all the necessary authorizations from the Department of Labor in compliance with prevailing laws and regulations on this matter. Where permitted by the Order, Supplier may also avail itself of contract workers ensuring full compliance with Legislative Decree no. 276/2003. The terms "Personnel" and "Resources" shall refer to workers with whom Supplier has established a permanent employment agreement or, if such is the case, a contract employment agreement in compliance with prevailing laws and regulations.

12.2 In respect of each Order that leads to the performance of Services and not only the supply of goods (namely in the case that such resources: 1) are stably dedicated to the supply of services in favor of Avanade, for example by carrying out working activities for 2 (two) months in favor of Avanade; 2) perform activities at the premises of Avanade for a significant period of time (over 1 month); and 3) are of a significant number (more than 3)):

(i) Supplier shall notify Avanade in writing at least per 10 (ten) days prior to the commencement of the activities:

- the names of the Personnel whom it is proposed shall perform the Order;
- the applicable National Collective Labor Agreement (CCNL); the social security (INPS) and industrial accident (INAIL) numbers of the Personnel whom it is proposed will perform the Services;
- the type of employment contract used for such Personnel.

Supplier furthermore undertakes to communicate this information for each new member of personnel who may be used to perform the Order;

(ii) the objectives and program of Supplier's Personnel will be defined in each Order and may be amended by Avanade on the basis of each supply. Work activities shall be performed at Avanade's premises or those of Avanade's final clients; information on this will be provided from time to time in writing. Avanade may request that one or more of the members of Personnel be replaced by others having the equivalent professional profile, experience and skills and Supplier must satisfy this request within 5 (five) days of its being made;

(iii) Supplier undertakes to guarantee the continuity of the services being performed under the Order and to replace Personnel absent for any reason whatsoever by others having the same professional profile, experience and technical skills, providing timely notice to Avanade by means of a registered letter containing all the information indicated in the bullet list above and sent in advance by fax to the Avanade Technical Head. If Supplier becomes aware beforehand that a member of Personnel will not be available on a certain date, Supplier shall notify Avanade of this by the means stated above at least 10 (ten) working days prior to the date of absence. Supplier shall have no right to receive payment for the days worked by the replaced member of Personnel or by the replacement member of Personnel for the handover. If Supplier does not carry out the necessary replacement of one member of the Personnel by another having an equivalent professional profile within 5 (five) days from that on which the absence commenced, Avanade may make a daily penalty charge starting from the first working day of absence and equal to three times the daily rate agreed with Supplier as expressly stated in the Order (in case the fee is determined with T&M modalities) or inferable from the period of validity of the Order (in case the fee is determined in a Fixed Fee manner). In the event that this absence extends beyond 15 working days, Avanade may terminate the Order concerned save for its right to receive damages. The Parties agree that in the event that the relation between Supplier and Supplier's Resources employed in performing the activities relating to an Order should terminate for any reason, Supplier shall replace the member or members of Personnel with others having the equivalent professional profile, experience and technical skills and provide prior written notice of this to Avanade, taking care of and coordinating all the actions required to ensure that duties are

handed over without any interruption or slowdown of the work being performed; the costs for this shall be borne by Supplier.

12.3 In any event Supplier undertakes to pay proper compensation to Personnel and ensure that they receive correct civil, fiscal, and social security treatment in compliance with laws, regulations and labor agreements in force; all obligations for the payment of social security and welfare contributions, industrial accident premiums and third party liability premiums as provided in laws and regulations in force shall be the exclusive responsibility of Supplier, as shall be any other costs and charges deriving from the failure to observe the provisions of law and/or administrative provisions. Supplier undertakes furthermore to hold Avande harmless from any dispute that may arise either directly with Supplier's Personnel by infringement of the applicable laws and regulations, including therein Legislative Decree no. 276/2003, with social security organizations in connection with questions regarding the employment relationship or with third parties for matters relating to the engagement, taking over responsibility for any resulting charge or encumbrance even if such should extend beyond the effective term of any single Order. Supplier undertakes furthermore to provide evidence that it has made punctual payment of the remuneration/compensation, social security and welfare contributions, INAIL industrial accident insurance premiums and withholding tax due in respect of its Personnel, by providing the related documentation to Avande within 7 days of any request made by Avande or any other term that may be agreed in the event that such documents still have to be issued by third parties, with the prior agreement of the employees concerned to the communication of such data.

12.4 Avande and Supplier are responsible for all and each of any claims that may be made by their own personnel - employees and/or contract workers - against the other. In any event, the Parties mutually acknowledge that the execution of the Order, including the performance of the Services, cannot in any way give rise to a permanent employment relationship (*rappporto di lavoro subordinato*) between one Party and the personnel of the other.

13. Data Privacy

Pursuant to Italian Legislative Decree no.196/2003, while work is being performed on the Orders deriving from these General Conditions, Avande may collect data relating to Supplier, either directly at Supplier's premises or at the premises of third parties (such as for example data that is publicly available information), or indirectly through security systems (such as for example by closed circuit television cameras or other controls over access to the company's offices).

Avande may use or communicate such data for purposes connected with these General Conditions and/or the Orders and for the purposes indicated in the Business Policy on the processing of personal data, a copy of which will be sent to Supplier at its request. In particular, Avande may transfer data for the above-mentioned purposes to those countries in which an entity belonging to the Avande Group performs its activity from time to time.

By signing these General Conditions, Supplier provides its consent to the processing and communication of its data as indicated in the preceding paragraphs.

A list of the persons who have been appointed in charge of data processing is available at the following addresses:

-Milan 20124, Via Roberto Lepetit, 8/10

By writing to the address appropriate to each single Order, Supplier may exercise its rights pursuant to article 7 of Legislative Decree no. 196/2003 and obtain a copy of Supplier's personal data, update and correct data and, if the conditions are such, cancel or block data.

Pursuant to article 29 of the Legislative Decree no. 196/2003 Supplier undertakes to accept, in case it is advisable or necessary with regard to the implementation of the Services, the appointment by Avande or by Avande's clients, as Data Processor (*Responsabile del trattamento dei dati*).

Supplier shall comply with the instructions provided in the relevant appointment letter. Supplier shall process the personal data, disclosed in the execution of the Services (herein after "Personal Data"), only for the provision of the aforementioned Services.

It is expressly understood that Supplier shall bear any possible costs due to changes of the Services or due to regulations and/or legislative modifications, included for example the measures of the Data Protection Authority.

Supplier acknowledges that any breach of the provisions and/or of the obligations of this article, shall be considered as a material non fulfillment and therefore, pursuant to article 1456 of the Italian Civil Code, Avande can terminate for breach the Orders, without in any case prejudice to its right to make a claim

against Supplier for compensation for damages.

By signing these General Conditions, Supplier provides, also on behalf of its shareholders, directors, employees and consultants, Avade with the consent for the processing of the personal data for the abovementioned purposes.

14. Compliance with Legislative Decree No. 81/2008 regarding Health and Safety in the Workplace

14.1 Supplier shall perform the activities relating to each Order abiding fully by all prevailing laws and regulations on matters regarding health and safety at work and security procedures in the workplace and shall ensure that these are observed by the Personnel deployed in executing each Order.

14.2 By signing these General Conditions Supplier declares that Supplier's Personnel:

- a) are and shall be for the entire period during which they are assigned to said projects suitable for performing the duties for which their services are provided. In this respect Avade shall be entitled to request Supplier at a later date to provide a copy of the individual certificates of suitability for these work duties prepared by the Competent Doctor appointed by Supplier;
- b) have received and shall receive from Supplier, for the entire period during which they perform their activities, appropriate information/training in matters regarding prevention and protection and health and safety at work as provided by prevailing laws and regulations in force; in this respect Avade shall be entitled to request Supplier to provide documentation as evidence of that information/training.

14.3 If the activities relating to an Order are performed at premises for which Avade or a final client of Avade has legal responsibility, pursuant to and to the effects of article 26, paragraph 2, of Legislative Decree no. 81/2008, Avade, Supplier and any Supplier third parties (i) shall cooperate in implementing the measures for the prevention and protection of work risks affecting the performance of the Services, and (ii) shall coordinate the steps taken to protect against and prevent the risks to which workers are exposed, providing each other with information on a reciprocal basis with the aim amongst other things of eliminating any risks which may arise from any interference between subcontractors working at the same time at the places where the Services are to be performed ("Interference Risks"); all of this may also be agreed with the final client of Avade for whom the Order activities are being performed.

14.4 If Supplier has communicated to Avade in the individual technical and economic offers or alternatively to the individual project heads (Attachment 1 e)) that the Services are not "of an intellectual nature" and/or do not regard mere supplies "mere supplies of materials and equipment" pursuant to article 26 of Legislative Decree no. 81/2008:

- (i) Supplier undertakes to communicate in the individual technical and economic offers or alternatively to the individual project heads the risks it will introduce into the premises of Avade and/or Avade's final client.
- (ii) If Interference Risks are likely to be encountered pursuant to and to the effects of article 26, paragraph 3 of Legislative Decree no. 81/2008 and for the purposes of promoting the cooperation and coordination referred to in article 14.3, if the Services subject of the Order are provided:
 - (a) at the premises of Avade, Avade shall draw up a Single Risk Assessment Document describing the measures adopted to eliminate any interference ("DUVRI"), or alternatively
 - (b) if the Services are performed at premises for which Avade's final client has legal responsibility, such client shall provide Supplier with the DUVRI prepared by the final client.

The DUVRI shall be signed by all the parties concerned and shall include a specific indication of the cost of the measures adopted to eliminate or, where that is not possible, to reduce to a minimum the risks regarding health and safety in the workplace arising from the interference of works where present, costs which Supplier undertakes to communicate to Avade at least 10 (ten) days prior to the commencement of the execution of the Order. The DUVRI shall therefore be a substantial part of the respective Order (Attachment 4).

14.5 It shall be Supplier's responsibility to ensure that the Personnel deployed in performing the contracted work are provided with, and exhibit, an appropriate identification badge showing a photograph and containing the worker's personal details together with a description of the employer. Personnel not in possession of this identification document shall not be allowed entry to the premises at which the contractual work is being performed, and this shall be considered a specific non-performance event for the purposes of assessing the grounds for termination and the responsibilities of Supplier.

14.6 With specific reference to Legislative Decree no. 81/2008 regarding safety in the workplace, but not limited to such, Supplier undertakes:

- to hold harmless both Avanade and any final client of Avanade in whose favor its Personnel have performed the Services; this shall hold for the full statutory term for the actions performed by Supplier's employees and/or collaborators, as an exception to any other agreement which may have been entered, and shall relate to all damages for which such persons are not compensated by INAIL (the Italian State insurance agency for accidents at work);
- to take out insurance for the term of the agreement, or, on request, provide evidence that this has been done, in respect of the Personnel deployed in the activities and having the contents described at the previous paragraph, for the same statutory term.

14.7 Supplier additionally undertakes to provide immediate verbal notice, to be promptly confirmed in writing to the individual project heads, of any accident suffered by its own Personnel, or by that of any subcontractors it may employ, during the performance of the Services.

14.8 Avanade shall be entitled to verify or have verified by delegated persons, during normal working hours, that Supplier is respecting the obligations provided in this article. Supplier additionally undertakes to provide Avanade with the information needed to verify that the above-mentioned obligations are being respected within 3 (three) days of the receipt of the related request.

14.9 If Avanade, pursuant to the aforementioned article 11.5, expressly provides its consent that Supplier may make recourse to subcontractors for performing the commissioned projects, Supplier shall be responsible for delivering the following documents to the persons indicated below:

- The subcontractor's up-to-date C.C.I.A.A. certificate (Chamber of Commerce certificate) bearing a statement as to the absence of insolvency procedures during the previous 5 years and an antimafia clearance (pursuant to article 10 of Law no. 575/65 and subsequent amendments).
- A statement signed by its Legal Representative consisting of the matters included at article 12.7 f).

These documents shall be delivered in original to:

Avanade Italy S.r.l.

For Milan :To the attention of **Katia Canderini**
Via Roberto Lepetit, 8/10,
20124 Milan;
Italy

For Florence: to the attention of **Aine Cavallini**
Via Don Giovanni Minzoni, 36
50129 Florence
Italy

For Rome: to the attention of **Francesca Pannunzi**
Via Giunio Antonio Resti, 71
00143 Rome
Italy

with a copy being sent in advance by email to: katia.canderini@avanade.com
or aine.cavallini@avanade.com
or francesca.pannunzi@avanade.com

It is recalled that throughout the term of the contractual period, Supplier is bound to communicate to Avanade - promptly and on a timely basis - details of any future changes in respect of the matters discussed above.

Attachment 3 also includes the names and contact details of the Head of the Prevention and Protection Service (RSPP) for each company of the Avnade Group.

15. Governing Law and Competent Jurisdiction

These General Conditions are governed by the Laws of Italy and shall be construed and interpreted in accordance with the Laws of Italy. The Court of Milan shall be the sole competent for resolving any disputes that may arise by reason of, or in connection with, these General Conditions or any Order.

As read, approved and signed

Milan, _____(Date)_____

Supplier

In compliance with Civil Code paragraph 2, article 1341 of the Italian Civil Code, Supplier specifically acknowledges approval of the following articles:1 (Orders), 2 (Acceptance of Orders), 3 (Delivery), 4 (Specifications and Returns), 5 (Inspection), 7 (Price and Payment), 8 (Intellectual Property Rights, 10 (Order Termination), 11 (Miscellaneous), 11.11 (Code of Business Ethics), 11.12 and 11.12 bis (Organizational Model ex Legislative Decree 231/01), 12 (Personnel), 15 (Governing Law and Competent Jurisdiction).

Supplier
