

# General Terms and Conditions

## Nardò Technical Center

### 1. Introduction

The General Terms and Conditions set out below govern the terms and conditions of supply of the Services by Nardò Technical Center S.r.l. (hereinafter for brevity referred to as "NTC") and define the rules of use of NTC infrastructures and/or facilities by the Customer.

#### 1.1 Definitions

**General Terms and Conditions and/or General Conditions:** the present General Terms and Conditions for Services applied by Nardò Technical Center S.r.l. apply to every Quotation issued by NTC and form an integral and substantial part thereof. The signing of these General Conditions does not in itself create any obligation on the part of NTC to make its equipment and services available to the Customer or on the part of the latter to use them.

For this purpose, specific service contracts (hereinafter referred to as "**Service Contract**" or "**Quotation**") as defined below must be signed.

**Customer:** means the legal entity placing a purchase order and intending to obtain Services from NTC.

**Proving Ground:** means the overall facilities and/or infrastructures owned by Nardò Technical Center S.r.l.

**Contract/s:** means the agreement by which the Parties intend to regulate their legal and economic relationship.

**Part:** Customer or NTC referred to separately.

**Parts:** Customer and NTC referred to jointly.

**Service/s:** means one or more of the services covered by these General Terms and Conditions, as indicated in the Customer's purchase order, Confirmation Form and Quotation, as more fully described in articles 2.4. and 2.5. of these General Terms and Conditions.

**Purchase order/s by the Customer:** request(s) made by the Customer concerning the Goods and/or Services requested.

**Confirmation Form:** booking form and confirmation of NTC services

**Quotation:** document containing the commercial evaluation of the services requested by the Customer.

The Quotations are valid for 30 days from the date of transmission to the Customer. The Quotation comes into force when the Customer signs it and/or upon receipt of the purchase order by the Customer and when the Confirmation Form is approved.

**Price list:** price list of NTC services for the current year.

## **2. Condition of Use of the Services**

### **2.1 Availability of Facilities and Services**

The authorization to access the Proving Ground is subject to legally binding confirmation of the activity by: **i.** contract between the parties and/or **ii.** signed quotation and/or **iii.** receipt of the purchase order and the sending by NTC of the coded Confirmation form.

All NTC equipment and services can be used only if previously booked and confirmed by NTC according to availability.

NTC facilities and services are available:

- Mondays to Fridays from 06:00 to 22:00 ordinary use.
- Weekends and holidays from 06:00 to 22:00 extraordinary use.
- Daily from 22:00 to 6:00 extraordinary use.

Exclusive and/or special use of the test tracks is possible if pre-booked by the Customer and if feasible within other NTC's activities,

Only on Sunday's exclusive sessions have priority over extraordinary use activities.

The exclusive and/or special use sessions are scheduled in an annual calendar.

NTC reserves the right to foresee during the year some days of total closure of the Proving Ground due to ordinary and/or extraordinary maintenance operations.

The Customer may use the workshops with their equipment for ancillary testing activities on their vehicles at any time during the whole duration of the service contract. The fee for the use of the workshops includes electricity consumption.

Should the Customer request additional equipment and/or services functional to carry out the activities defined in this document, NTC will also assess their feasibility on the basis of its own safety requirements and make use of this equipment or these services provided by an external supplier, including the support of external consultants or third-party companies.

It is absolutely forbidden for the Customer to use any equipment and/or electrical appliances in the Proving Ground without prior written authorization from NTC, which reserves the right to assess their compliance with the required safety standards.

The Customer must wear suitable clothing that complies with the safety standards provided for by Italian legislation.

According to best practices and health and safety standards, the Customer is strictly forbidden from the introduction/possession and/or use/consuming of any alcohol drinks at any time into NTC premises. Accessing under effect of alcohol into the Proving Ground is likewise strictly forbidden.

## **2.2 Rules of Conduct to Protect Confidentiality**

Before accessing NTC, the Customer must:

- Declare and hand over at the reception desk the following equipment (which can be picked up at the exit): cameras, video cameras and any other device for capturing images.
- Hand over mobile phones with integrated camera at reception in order to be covered with adhesive labels.
- Declare laptops at reception in order to receive the authorization to use them within NTC; the serial number will be registered, and all webcam covered with adhesive labels.

Photographs and video recordings must be authorized upon specific written request submitted to the Sales office, the Customer Care office or the NTC Security office. A member of the Security office could be present during the video/photo service to check the acquired material.

## **2.3 Material, Data and Information**

All the material, data and information required by NTC, needed for the correct provision of the Services shall necessarily be provided by the Customer in accordance with the defined time schedule.

The validation of the Customer's vehicles, programming, test standards, components and equipment shall comply with the applicable safety laws and environmental requirements.

At the end of the tests and before leaving the Proving Ground, it is possible to request storage of your material at NTC.

For this purpose, it is mandatory to fill in the form "Storage and Preservation of Customer's Material" listing the different items (test car, tires, used oil, air and oil filters, brake pads, etc.).

Test fuels owned by the Customer must be stored in the dedicated fuel drum storage area with storage charges borne by the Customer and for a maximum duration of 2 years.

## **2.4 General Services**

General services are services which support the activities carried out by the Customers and necessary for their correct management. General services are mandatory and are charged, where applicable, as indicated in paragraph III of this document.

(1) Mandatory safety information for users in the proving ground:

Participation in the presentation of the safety standards in force within the proving ground is mandatory for all NTC users.

During the presentation, the safety rules and regulations of the facilities and tracks will be illustrated in order to ensure a safe environment for everyone present at NTC, such as:

- General rules of the facility.
- Description of the tracks.
- Rules for the safe use of test facilities.
- Behavior in case of emergency.
- Operating instructions for certain test equipment (e.g. tags, radios/Vehicle Tracking System, flashing lights).

Passing the test which follows the presentation on the above-mentioned topics, the participants will receive the Proving Ground Usage License (hereinafter also referred to as "PGUL") - license to use the facilities of Nardò Technical Center. The validity of the PGUL license is one year.

Two levels of training are provided:

- **Basic Level:** for all NTC users.
- **Complete Level:** for those working on the tracks.

(2) General services provided by NTC to support Customer's activities:

- On-site customer support.
- Complete emergency management.
- Tracks control and monitoring.
- Support for a safe management of tests.
- Protection of Customer confidentiality.
- Use of workshops, which include electricity consumption and use of equipment
- Electric charging service for vehicles.
- Refueling service.
- Weather data.
- Support for shipping and receiving materials.

(3) Parking area for test/service vehicles, service trucks and motorhomes.

(4) Mobile Emergency Unit (CRM - Centro Rianimazione Mobile)

The above service is mandatory in the following cases:

- Exclusive High Speed Ring.

- Exclusive Handling Track.
- Motorbike activities on Handling Track and High Speed Ring.

## 2.5 Optional Services

Certain optional services may be requested at any time by the Customer. NTC may offer such additional services subject to availability.

### (2) Turnkey services

NTC can offer various turnkey services (comprehensive managing and performing of the tests) in the following areas, among others:

- Endurance and structural reliability testing.
- NVH testing.
- ADAS/Autonomous endurance testing.
- Data acquisition and evaluation of vehicle performance parameters.
- Endurance and reliability testing of components and complete vehicles.
- Vehicle dynamics testing.
- Certified tests in support of type-approval (no-type approval service).
- Benchmarking.
- Vehicle validation tests.

## 2.6 Booking Deadlines

The Customer must comply with the following **maximum** booking deadlines:

| Service Description                                      | Maximum Booking Deadline                          |
|----------------------------------------------------------|---------------------------------------------------|
| <b>Confirmation Form Filling-in</b>                      | 10 working days before the date of arrival at NTC |
| <b>Confirmation Form updates</b>                         | 3 days before the date of arrival at NTC          |
| <b>Handling Track Motorbike sessions</b>                 | within October of the year before                 |
| <b>High Speed Ring 1 hour exclusive session booking</b>  | 1 week before within Wednesday                    |
| <b>High Speed Ring weekend exclusive session booking</b> | within October of the year before                 |
| <b>Mud Road</b>                                          | 1 week before the date of the test                |
| <b>Water Wade (normal)</b>                               | 2 days before the date of the test                |

|                                                |                                                |
|------------------------------------------------|------------------------------------------------|
| <b>Pergola Water Spray (normal)</b>            | 2 days before the date of the test             |
| <b>Pergola Water Spray (salty water)</b>       | 1 week before the date of the test             |
| <b>Vehicle Climatic Chamber</b>                | 1 week before the date of the test             |
| <b>Mobile Fuel Station</b>                     | 1 week before the date of the test             |
| <b>Special fuel acquired by NTC</b>            | 1 month before the date of the test            |
| <b>Fuel Refrigerator booking</b>               | 1 month before the date of the test            |
| <b>Forklift service for special fuel drums</b> | within 04:00 pm of the day before the activity |
| <b>Forklift service weekend</b>                | within Wednesday of each week                  |

NTC reserves the right to confirm the requested services.

### 3. Payment and Charging Conditions

#### 3.1 Entrance Fees

##### (1) Personnel Entrance Fee

The Customer will be charged a daily entrance fee for each working group that accesses the Proving Ground and for the duration of their stay at NTC. The rate varies depending on the number of people in the working group:

- Up to 10 people.
- From 11 to 20 people.
- From 21 to 30 people.
- Over 30 people.

##### (2) Vehicles Entrance Fee

The Customer will be charged a daily entrance fee for each test/service vehicle that accesses the NTC and for the duration of their stay at NTC. The rate varies depending on whether the vehicles in question are test/service vehicles or mobile workshops (motor homes).

## **3.2 Test Tracks Charging and Use Procedure**

### **(1) Speed Ring Charging Procedure:**

#### **(a) Speed Ring charging procedure – general rules:**

The system divides the day into three shifts of eight hours each (6:00 to 14:00 / 14:00 to 22:00 / 22:00 to 6:00). For each shift and for each TAG (Track Access Gateway), the charge is calculated by taking into consideration the time elapsed between the first entry and the final exit. Within the above-mentioned elapsed times, intervals between one exit and the subsequent entry are not charged where these are more than 2 hours; where less than or equal to 2 hours, these intervals will be considered to be on-track and are therefore charged.

#### **(b) Speed Ring charging procedure – exclusive use:**

In addition to the charge referred to in point (a), in case of exclusive use of the track, the additional exclusive fee rate will be applied for the hours booked, regardless of the actual use and number of vehicles. In case of shared use of the exclusive session between multiple Customers, the exclusive hours will be divided based on the usage percentage among the various NTC projects, with a minimum charge of 30 minutes per Customer/ NTC project.

### **(2) Dynamic Platform, Off Roads, Special Surfaces Charging Procedure:**

#### **(a) Dynamic Platform, Off Roads, Special Surfaces charging procedure – general rules:**

The system divides the day into three shifts of eight hours each (6:00 to 14:00 / 14:00 to 22:00 / 22:00 to 6:00). For each shift and for each tag, the charge is calculated by taking into consideration the time elapsed between the first entry and the final exit. Within the above-mentioned elapsed times, intervals between one exit and the subsequent entry are not charged where these are more than 30 minutes, where less than or equal to 30 minutes, these intervals will be considered to be on-track and are therefore charged.

#### **(b) Dynamic Platform, Off Roads, Special Surfaces charging procedure – exclusive use**

In addition to the charge referred to in point (a), in case of exclusive use of the track, the additional exclusive fee rate will be applied for the hours booked, regardless of the actual use and number of vehicles. In case of shared use of the exclusive session between multiple Customers, the exclusive hours will be divided based on the usage percentage among the various NTC projects, with a minimum charge of 30 minutes per Customer/ NTC project.

(3) **Handling Track** Charging Procedure:

(a) Handling Track charging procedure for cars – general rules:

The system considers the working day to be a single shift. For each tag, the charge is calculated by taking into consideration the time elapsed between the first entry and the final exit. Within the above-mentioned elapsed times, intervals between one exit and the next entry of more than 20 minutes are not charged, while those intervals of less than or equal to 20 minutes are regarded as on-track activities, and as such are charged.

(b) Handling Track charging procedure for cars – exclusive use:

In addition to the charge referred to in point (a), in case of exclusive use of the track, the additional exclusive fee rate will be applied for the hours booked, regardless of the actual use and number of vehicles. In the case of shared use of the exclusive session between multiple Customers, the exclusive hours will be divided based on the usage percentage among the various NTC projects, with a minimum charge of 30 minutes per Customer/ NTC project.

(c) Handling Track charging procedure for motorcycle:

The system considers the working day to be a single shift. For each tag, the charge is calculated by taking into consideration the time elapsed between the first entry and the final exit. Within the above-mentioned elapsed times, intervals between one exit and the next entry of more than 10 minutes are not charged, while those intervals which are less than or equal to 10 minutes are regarded as on-track activities, and as such are charged. Times will be rounded to the next 20-minute step (example: from 21 to 39 minutes is rounded up to a two-step test, from 41 to 60 minutes to a three-step test, and so forth).

(d) Rules for use of the Handling Track with slick tires:

The use of the Handling Track with slick and semi-slick tires will be authorized by NTC as a result of a special agreement with the Customer.

### 3.3 Cancellations

Cancellations of the Facilities and Services will be charged at full rate in the following cases:

(1) Cancellation of Facilities and Services:

| Service Description                                  | Cancellation Deadline              |
|------------------------------------------------------|------------------------------------|
| <b>High Speed Ring exclusive use weekend</b>         | less than 30 days before test date |
| <b>High-Low Speed Ring exclusive use on weekdays</b> | as from the day before the test    |
| <b>Dynamic Platform exclusive use</b>                | less than 30 days before test date |
| <b>Handling Track exclusive use</b>                  | less than 45 days before test date |
| <b>Mud Road</b>                                      | as from 2 days before the test     |
| <b>Water Wade</b>                                    | as from the day before the test    |
| <b>Pergola Water Spray (salty water)</b>             | as from 2 days before the test     |
| <b>Box</b>                                           | as from one week before            |
| <b>Vehicle Climatic Chamber</b>                      | as from the day before the test    |
| <b>Fuel Refrigerator</b>                             | as from the day before the test    |

### 3.4 Reimbursable Expenses

Several additional services may be provided to the Customer. The relating costs will be marked up by 20% for administrative expenses:

- Purchases made on behalf of Customers (consumables, special fuels, oils) and other ancillary services.
- Travelling expenses of NTC staff on behalf of the Customer.

### **3.5 Invoicing Procedures**

The use of facilities and services provided by NTC will be invoiced based on the current price list.

All invoices are issued at the end of the month, at the progress of the work, or at the end of the activity if before the end of the month.

### **3.6 Payment Conditions**

The Customer shall pay all NTC invoices 30 days upon the invoice data, to a bank account designated in writing by NTC. The invoice amount is not offset by any credits or claims to any title.

In the event of late payment with respect to the terms indicated above, the Customer shall pay NTC, without the need for formal notice, the conventional interest in accordance to the 6-Month Euribor rate, starting from payment due date and until the actual balance of the price.

### **3.7 Cost Matching and Facilities Availability**

The hourly rates of the test tracks, structures and costs for general services within the duration of the service contract may be subject to modification in the case of extraordinary interventions, such as new asphalt on the test tracks, extraordinary maintenance and facilities implementation, adjustment of workshops and offices. In case of extraordinary interventions as above indicated and for the duration of them, NTC may change the planning of the track's availability. NTC will send an appropriate notice to the Customer with the indication of the track involved in the extraordinary intervention, the constructions start date, the duration, and the estimated date of the track reopening for the activity restart. The fulfillment of the time schedule for the work execution of extraordinary interventions can't be guaranteed by NTC. Where complications affect time schedule requirements.

Should any complications occur which affect the time schedule, NTC shall endeavor to eliminate such complications as soon as possible, but in any event NTC shall not be charged with any costs resulting from the failure to meet the time schedule or the related warranty and/or liability aspects.

## **4. General Terms and Conditions for Services**

### **4.1 Warranty and Liability**

**4.1.1** The Customer shall be responsible for accessing, staying and activity at the Proving Ground of any of its Third-Party Auxiliaries (for example but not exhaustively, suppliers, contractors, subcontractors, consultants). The Customer shall also ensure that the Third-Party Auxiliaries have all the required authorizations and qualifications for the performance of the activities under their responsibility in full compliance as regards observation of all the laws and all the other regulations (including, for example but not exhaustively, contracts, health, social security, contributory, insurance, those relating to the type of service to be performed, safety in the workplace) current and applicable.

**4.1.2** All personnel (including Third-Party Auxiliaries) used by the Customer shall work under the full responsibility, direction and supervision of the Customer and according to the current and applicable legal regulations.

The Customer will also ensure compliance with NTC regulations by its employees and/or Third-Party Auxiliaries who will work or who will have access to the Proving Ground.

**4.1.3** The Customer shall take out valid insurance policies with leading manifestly solvent insurance companies, covering:

- Third party liabilities (RCA), with a limit of no less than ten million euros per claim/damage to persons/things and animals.
- Employee liabilities and Professional liabilities (RCT/RCP/RCO) with a limit of no less than one million euros.

**4.1.4** In the event of an accident on the test tracks, the Customer shall indemnify and hold NTC harmless for all the damages caused to the facilities and related restore costs, as well as for any damage deriving from the loss of turnover due to the activity stop; this damage will be quantified by applying to each hour of activity stop the exclusive rate for the involved track. The liability of the Customer shall remain unaffected for any claim for damages of any nature whatsoever arising from the activity carried out in NTC by the Customer.

**4.1.5** Vehicle testing within the Proving Ground will be carried out exclusively by the Customer's professional drivers or, at the Customer's request, by professional drivers provided by NTC. Therefore, the Service Contract does not constitute a dangerous activity in the meaning of the Italian law and the Parties herewith expressly agree that the services under this Service Contract do not fall within the provisions of Article 2050 of the Italian Civil Code.

**4.1.6** NTC confirms that it has a valid insurance policy against third-party liability risks for the Customer's test vehicles driven by NTC drivers, provided that these vehicles are fitted with test plates. The insurance, which has a maximum coverage of € 250,000.00, covers damage caused while driving (but does not cover damage to test parts and/or components). All damages incurred will be paid based on the insurance settlement net of the deductible of € 2,500.00.

**4.1.7** In any case, NTC's liability is excluded for:

- (1) indirect damages, such as suspension or termination of contracts between the Customer and its suppliers and/or customers, payment of contractual penalties or damages in accordance with the provisions of contracts entered by the Customer; and
- (2) loss of profit; and
- (3) non-financial loss such as image damage are expressly excluded.

NTC's liability is also excluded in the event of interruption and/or suspension of the services provided under the Service Contract due to/as a result of maintenance work on the Facilities and/or Infrastructure.

**4.1.8** With specific reference to the use of the Facilities and/or Infrastructures of the Proving Ground, the Customer shall declare:

- That it has carefully examined and inspected the circuit, the equipment and the services and that they correspond to its requirements and that it shall also hold NTC harmless from and against all pecuniary and non-pecuniary consequences, that may derive from accidents caused by the condition of the track and the facilities.
- That it takes the full and exclusive responsibility for the safekeeping and custody of any items brought into NTC (including vehicles). This responsibility is also extended to any items brought in by its guests, collaborators, employees and auxiliaries. The Customer shall therefore assume full responsibility inherent their use into NTC, undertaking to indemnify NTC for any damage caused directly and/or indirectly, to persons and property, also by its guests, collaborators, employees and auxiliaries, with no exception whatsoever, both on the facilities and in the adjacent areas and structures.
- That it has received a copy of the Safety Handbook, that it has read the rules of conduct, all the internal provisions, cautions and recommendations to be observed for the use of the facilities; that it has unconditionally accepted such rules and cautions; that it has transferred their content to its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) to promptly and strictly comply with all the instructions and warnings given by the track management and track personnel.
- To undertake itself and on behalf of its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) to comply with the rules of conduct to be observed during the test, as specifically set out in the Safety Handbook (of which the Customer hereby declare to have received a copy), even though they are not exhaustive with regard to the safe conduct to be maintained when using the Facilities and/or Infrastructure.
- That the vehicles/motorcycles used are perfectly suitable for the tests and that its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) have undergone the checks according to the Legislative Decree 81/2008.
- That all its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) possess a valid driving license and that they are aware of the rules contained in Legislative Decree no. 285/1992 and subsequent amendments and additions (the so-called Highway Code) and, more generally, of the traffic safety rules and that they apply them with due diligence.
- That all its employees and any Third-Party Auxiliaries (as defined in article 4.1.1 above) are in perfect physical and mental health, holding NTC harmless from any and all responsibility for any problems that may arise during the performance of the activity.
- With reference to the use of the tracks, that it has obliged its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) to carry out a reconnaissance of the facilities and,

with particular reference to the tracks, to drive the first lap at low speed for the sole purpose of getting to know the route, hereby confirming that the continuation of the test after the second lap of the track constitutes tacit confirmation that the structural conditions of the tracks and the weather conditions have been accurately verified personally.

- That it has undertaken itself and on behalf of its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) to report to the Track Management Office any obstacles present inside the Facilities and/or Infrastructures, always and in any case in compliance with the rules of conduct, internal regulations and precautions to be observed by those using the Facilities.
- That it is fully aware that the exhaust noise must not exceed the limits established by the local regulations on noise pollution in force (Law no. 447/1995, Prime Minister's Decree 14.11.1997, A.N.P.A. guidelines, Apulia Regional Law no. 3 of 12.02.2002, as well as the Municipal Acoustic Zoning Plan of the Municipality of Nardò, and other related regulations), and that it has undertaken to immediately stop the test if this limit is exceeded, even just once.
- That it has undertaken to ensure that its employees and any Third-Party Auxiliaries (as defined in Article 4.1.1. above) personally hold the pass to access to the Facility and/or the Infrastructure and that it is fully aware of the legal consequences for itself, its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above), arising from damage caused by giving such pass to third parties.
- That it holds NTC harmless, its staff and the people working in the circuit, however and in any case, from any and all responsibility for any event that may cause damage to itself, its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above), as well as to its equipment or property, including these owned by its employees and any Third-Party Auxiliaries, as a result of the track test it intends to carry out. For all useful purposes, the Customer shall renounce all actions, reasons and claims of any kind, in relation to and dependent on the aforementioned events.
- That it has committed to ensuring that its employees and any Third-Party Auxiliaries (as defined in article 4.1.1. above) entering the track sign handwritten disclaimer statement, pursuant to and for the purposes of the agreements above.

## **4.2 Patent Rights**

No patent rights regulations are applicable.

## **4.3 Withdrawal**

**4.3.1** The Customer may freely withdraw from the Contract, at any time and before it is due to expire, if circumstances occurred making services outcome likely negative, or if other unforeseen events, determined by technical or economic factors, have arisen during the development work, reducing the Customer's interest in continuing the activities. In such case, the Customer may exercise the withdrawal from the Contract by sending a written notice by registered letter with proof of receipt or by certified e-mail (CEM). For this purpose, the sending date of the registered letter with proof of receipt as attested by the stamp of the Post Office or, in the case of sending by CEM, the date of receipt of the

communication, shall be decisive. NTC is entitled to payment of the portion of the fees accrued to the effective date of termination and not yet paid up to that moment.

**4.3.2.** If the Service Contract is terminated for any reason other than the breach of contract on the part of NTC or the occurrence of a force majeure event, NTC shall furthermore be entitled to compensation for all costs unavoidably incurred by NTC during the execution of the Service Contract, for all costs previously incurred with external suppliers which could not be halted in time, as well as for all costs pertaining internal resources reserved for the Service Contract, provided that the latter cannot be reused for the execution of other service contract.

#### **4.4 Confidentiality**

These General Terms and Conditions, as likewise all the information and data that will be exchanged between the Customer and NTC regarding their respective companies/products/services, or of which either of these parties may come to knowledge by virtue of the Contract, shall be strictly confidential and each Party undertakes not to use it and not to disclose its contents to third parties in absence of previous written approval from the other Party.

In particular, all data provided by NTC, information and the content of the discussions between the Parties shall be confidential and the Customer undertakes not to disclose it or reuse in any way the information it comes to knowledge of.

The above shall not apply to information generally available to the public.

In relation to the above obligation to confidentiality each Party undertakes:

- To use such information and data exclusively for the purposes provided for in the Contract.
- To continue to observe them even after termination of the Contract.
- To return or destroy the confidential data on expiry of the Contract and in any case at any moment when the other party so requests.
- To impose the same obligations also on its employees and on third party auxiliaries used to perform this Contract.
- To adopt any other measure necessary to ensure their compliance.

#### **4.5 Privacy**

**4.5.1** Before starting any test activities, the Customer shall communicate and send to NTC, by e-mail or in any other way indicated by NTC, the names and personal data of his employees, agents and/or drivers accessing to the tracks (and any changes made during the course of the contractual relationship), in compliance with applicable legislation on data protection (Legislative Decree no. 196/2003 and subsequent amendments and additions, as for the implementation of GDPR provisions by Legislative Decree no. 101/2018).

**4.5.2** Therefore, the Customer shall indemnify and hold NTC harmless from and against all claims for damages by employees, agents, drivers and/or in general by any person acting on behalf of the

Customer for the purposes of the Service Contract for any violation of the applicable data protection legislation related to the processing of their personal data by the Customer.

#### **4.6 Organization, Management and Control Model pursuant to Legislative Decree 231/2001 and Codes of Conduct of the Porsche Group**

NTC has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 ("Model 231") and has adopted the Porsche Group Codes of Conduct (Code of Conduct and Code of Conduct for Business Partners).

The Customer declares that he/she has read, knows, accepts and undertakes to respect – also on behalf of his/her employees and/or co-worker pursuant to article 2049 of the Italian Civil Code – the Model 231 adopted by NTC, as well as the Porsche Group Codes of Conduct, published on the website [www.porscheengineering.com/nardo/](http://www.porscheengineering.com/nardo/).

Any violation by the Customer of the behavioral and procedural rules provided by the Model 231 and the Codes of Conduct of the Porsche Group constitutes a breach of contract, as a result of which NTC shall be entitled to terminate the contractual relationship immediately (pursuant to article 1456 of the Italian Civil Code, to be exercised by registered letter with proof of receipt and/or by certified email), without prejudice in any case to any other legal solution, including the right to compensation for any damages suffered. It is understood that, should NTC terminate the Service Contract in accordance with the before mentioned provision, the Customer shall not be entitled to compensation and/or indemnity of any kind.

#### **4.7 Miscellaneous**

NTC has achieved the Environmental Certificate in accordance with the ISO 14001 standard and as a result is constantly striving to prevent any form of environmental impact and damage that might occur during the execution of the requested activities. In providing its services, NTC is committed in seeking solutions with the least possible environmental impact.

#### **4.8 Applicable Law and Jurisdiction**

These General Terms and Conditions are regulated by Italian law.

The Customer expressly agrees that any dispute between the Parties arising out in relation to the validity and/or effectiveness and/or interpretation and/or execution of the purchase order and these General Terms and Conditions shall be exclusively submitted to the jurisdiction of the Court of Lecce.

#### **4.9 Related Documents**

These General Terms and Conditions form an integral and substantial part of the Service Contract signed by the Customer, which include the following additional documents:

- Confirmation Form.
- Quotation.
- Price List.
- Customer's purchase order.

The Service Contract shall be executed under the conditions set forth in these General Terms and Conditions and according to the technical specifications set forth in the Quotation, provided that the Customer submits a purchase order and Confirmation Form prior to the start of the activity.

Place and Date: \_\_\_\_\_

Readable Customer Stamp and Signature: \_\_\_\_\_

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Parties expressly approve the clauses contained in the following Articles of these General Conditions: Article 4.1. WARRANTY AND LIABILITY, Article 4.3. WITHDRAWAL, Article 4.4. CONFIDENTIALITY, Article 4.5. PRIVACY, Article 4.6. MODEL OF ORGANISATION, MANAGEMENT AND CONTROL PURSUANT TO LEGISLATIVE DECREE NO. 231/2001 AND CODE OF CONDUCT OF THE PORSCHE GROUP; Article 4.8 APPLICABLE LAW AND JURISDICTION.

Place and Date: \_\_\_\_\_

Readable Customer Stamp and Signature: \_\_\_\_\_