

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. GENERAL PROVISIONS

1.1 Scope

These General Conditions of Purchase (hereinafter the "General Conditions") will apply to all supplies of a Good/s (as defined below) or to the provision of a Service/s (as defined below) made by the Supplier (as defined below) in favor of Racing Force S.p.A. (RF - as defined below), in fulfillment of contracts, in any form entered into between your company and RF, such as, for example, by contract with the simultaneous signature of the Parties (as defined below) or by exchange of correspondence ("Contract/s") or by confirmation – expressed or for conclusive facts – of purchase orders (hereinafter "Order/s"). The General Conditions may be integrated or modified by specific provisions of the Orders or Contracts, it being understood that although the latter will prevail over the content of the General Conditions, the effectiveness of such integrations or modifications will be limited to the specific Order or Contract. Consequently, the Supplier renounces the application of any of its own general and particular conditions of sale which must therefore be considered ineffective between the Parties.

1.2 Terms

In the context of these General Conditions the subsequent terms will have the following meaning:

"Affiliate(s)" means any legal person/entity directly or indirectly controlled by, parent or under common control with such legal person/entity;

"Goods/s" must be understood as all materials, machinery, products or any movable property object of the specific supply, as expressly indicated in the Orders or in the Contracts;

"Control" means (i) in the case of a corporation, ownership of more than 50% of the voting shares of that corporation or, in the case of any other entity, ownership of a majority of the exercisable voting rights of that entity or (ii) the power of a natural or legal person alone, or jointly with one or more persons or entities, directly or indirectly, to exercise a dominant influence over the management of the subsidiary, by virtue of its shareholding or contractual arrangements or otherwise. The terms "Parent" and "Subsidiary" must have the same corresponding meaning.

"Supplier" means the company or entity receiving and accepting the Order;

"Public Official" means any designated, elected or honorary official or any employee of any national, regional or local government or international public body or any political party, party official or candidate in any country (including any natural person appointee of an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international body, including the United Nations or the World Bank, or any individual who holds any office or office, or represents, such Governments, public enterprises or state-owned companies);

"Government" means any body, agency, department, embassy or other governmental body or public international organization. The term also includes any corporation or other publicly owned or government-controlled entity;

"Confidential Information" means, jointly:

- (i) the Technical Information and Technical Specifications,
 - (ii) any other information, commercial or otherwise, other than Technical Information and Technical Specifications, relating to RF, its materials, products, processes, services and activities, provided, in any form, by and/or on behalf of RF to the Supplier and/or of which the Supplier has become aware in connection with the performance of the Contracts,
 - (iii) the Results and
 - (iv) any note, study or other document prepared by the Supplier which contains or in any case reflects the Technical Information and/or the Technical Specifications, the information referred to in point (ii) and the Results;
- "Technical Information" means any type of technical information, not in the public domain, including, but not limited to, drawings, technical and/or functional specifications, tables, models, samples, prototypes, methodologies, measuring instruments, databases, software, films, digital videos, photographs provided, in any form, by and/or on behalf of RF to the Supplier and/or of which the Supplier has become aware for the production of the Goods or the provision of the Service;
- "Anti-Corruption Laws" means any legislation applicable to the Supplier and/or RF, and/or to the execution of the obligations envisaged for them pursuant to the Orders and Contracts, in force in the field of anti-corruption, including the laws of each order and degree, regulations, administrative orders, policies and procedures issued by any competent authority;
- "Parties" shall mean RF and the Supplier;
- "RF" indicates the company Racing Force S.p.A., with registered office in Ronco Scrivia (GE), VAT number 02264760105, or its/its Affiliate(s) which has/have concluded the Order(s) with the Supplier or the Contract(s).
- "Results" means all inventions, knowledge, data, information of any kind, method, specification, know-how, software, photographic or filmed images, solutions, deliverables conceived, implemented or developed by the Supplier in execution of the Order(s) or Contract(s);
- "Service(s)" indicates the activities and/or services, including of an intellectual nature, provided by the Supplier to RF and/or the works whose construction is entrusted to the Supplier by RF;
- "Technical Specifications" indicates the drawings and the technical and/or functional characteristics that the Goods or the Service must satisfy.

1.3 Acceptance of Orders and changes

The Order(s) become binding and irrevocable for RF starting from the moment in which it receives the order confirmation duly signed by the Supplier for acceptance. RF may revoke the Order(s) if the Supplier does not return the order confirmation duly countersigned to RF for acceptance of all the conditions set forth therein within 10 (ten) days of receipt of the Order. RF may refuse the supply until the Supplier has returned the Order Confirmation duly countersigned as indicated above.

The Supplier, with the acceptance of the Order, undertakes to supply the Goods and/or the Service in compliance with the Technical Specifications referred to in the same.

Before starting the supply of the Goods or the provision of the Service, the Supplier must report in writing any need for changes with respect to what is prescribed by the Technical Specifications. In this case, the supplies and/or Services may begin only after written acceptance by RF of the variations proposed by the Supplier.

1.4 Non-transferability of Contracts and credits - Prohibition of collection mandate

The Contract/s, the Order/s and the credits deriving from them are not transferable by the Supplier, nor is it possible to issue orders for the collection of the same; any modification or integration of the Contracts and Orders requires the written form under penalty of nullity and will be limited to the particular case for which it is agreed.

1.5 Applicable law and jurisdiction

Orders and Contracts are governed in every aspect by Italian law. Any dispute that may arise in relation to or as a result of the Services and/or Contracts, their effectiveness, validity, execution, interpretation, resolution and termination, as well as any relationship inherent or connected to the Services and/or Contracts, and any relative reason for debit and credit, will be devolved to the exclusive jurisdiction of the Court of Genoa (Italy).

2. OBLIGATIONS AND RESPONSIBILITIES OF THE SUPPLIER

2.1 Obligations relating to the Supplier

During the execution of the Services, the Supplier undertakes to scrupulously observe all the legislative and regulatory provisions applicable to the provision of the Service(s) entrusted to him and in particular undertakes:

- ▶ to assume all responsibilities relating to the Services entrusted to him and guarantees to have specialized personnel employed by him, suitable for the purpose;
- ▶ to implement, for the provision of the Service, all the technical, organizational and equipment measures envisaged or prescribed by the accident prevention regulations in force, both for the purposes of the safety and hygiene at work of its technicians and workers, and for the purposes of safety of people, systems and things of RF and third parties in compliance with applicable legislation;
- ▶ to keep the necessary insurance policies in force for the entire duration of the Order/s and/or the Contract/s;
- ▶ to report any changes that occur with respect to the information provided to RF in relation to the ownership of their company, the shareholding structure of the Supplier and their corporate organization;
- ▶ to ensure that the personnel it will use for the performance of the Services (i) is, and will be, in compliance with the provisions of the law on payroll, social security contributions, taxes, welfare and insurance as well as with all current legislation on subordinate work employment (laws, including those on immigration, regulations and CCNL/collective agreements), semi-subordinate or collaborative work and (ii) must be qualified suitable for the work to be performed - to appoint a contact person in relations with RF, available for the entire duration of the contractual relationship with the latter, whose name must be communicated in writing before the start of the provision of the Service(s).

If called upon to provide one/of the Service/s at RF factories, laboratories, warehouses or offices, the Supplier undertakes:

- ▶ to make its employees comply with the company regulations and RF safety procedures;
- ▶ to comply with all the precautions and prohibitions in force;

► to assume all liability for accidents and damages of any kind, directly or indirectly caused by its employees and by its activities to employees or things in general of RF, expressly indemnifying and holding RF harmless from any and all liability, cost, burden or claim of any third party in this regard.

The means of lifting, handling and, more generally, all the equipment needed by the Supplier for the provision of the Service will be made available at the expense of the Supplier, which guarantees their full suitability for the use for which they are intended. These vehicles must, for the entire duration of the activity and/or of the Order/s or of the Contract/s, be fully compliant with current regulations and insured. The Supplier is expressly prohibited from using means and/or equipment owned by RF, unless otherwise agreed in writing between the Parties.

2.2 Prohibition of subcontracting

Unless otherwise agreed in advance between the Parties, the Supplier is expressly prohibited from sub-contracting to third parties, even partially, the manufacture of the Goods and/or the provision of the Service/s object of the Order/s or of the of the Contract(s). If the Supplier intends to sub-contract, even partially, the manufacture of the Goods and/or the provision of the Service(s) to third parties, it must give advance notice thereof to RF in writing, which must accept such subcontracting in writing.

2.3 Information Security

The Supplier undertakes to adopt all the security measures necessary to avoid the risks of unauthorized alteration, loss, destruction, dissemination or use of the Confidential Information, as defined in art. 2. RF will have the right to communicate to the Supplier, who hereby undertakes to adopt, the conditions or security measures it deems necessary. RF has the right to verify at any time, directly or through third parties, the correct execution by the Supplier of all the obligations assumed with this article. In this regard, the Supplier acknowledges that RF has the right to access directly, or through third parties, its premises, in order to verify the latter's fulfillment of what is indicated in this article.

2.4 Incident reporting

The Supplier hereby undertakes to report to RF, or, if this is not possible, within and no later than the following 24 (twenty-four) hours, the occurrence of any event which has led to, or risks leading to, a theft, a loss, alteration, unauthorized or unauthorized access to Confidential Information. The report should be forwarded to the following addresses:

Phone: +39 010 96501 - Email: security@racingforce.com

2.5 Compliance with Laws

In relation to the Order(s) and/or the Contract(s) and in the performance thereof, the Supplier shall ensure its compliance and the compliance of the Goods or Services with all applicable laws and regulations, including those relating to environmental, health and safety aspects, as well as labor law.

2.6 Insurance

The Supplier must adopt an insurance policy at its own expense (with a leading insurance company and with deductibles and limits defined under normal market conditions) to cover its liability for damages to third parties for

any reason, including the manufacturer's liability, deriving from the execution of the Orders and/or Contracts. The Supplier shall deliver to RF, if requested, a copy of the aforementioned insurance policy.

2.7 RF Verification Rights

In order to verify the Supplier's compliance with the obligations set out in this agreement, RF may request the following documentation in writing from the Supplier, at any time and at its discretion:

- ▶ updated copy of the "Unique contribution regularity document" (DURC) issued by the social security and insurance institutions (referring to the Supplier's entire contribution position);
- ▶ specific declaration in lieu of affidavit (pursuant to art. 76 of Presidential Decree 28.12.2000, n. 445) with which the Supplier declares under its own responsibility that it is in order with the payments of welfare and social security payments (INAIL, INPS, building fund);
- ▶ Any other useful documentation, certificate, authorization deemed necessary in relation to the execution of the Contract;

The Supplier must proceed with the RF request without delay and in any case within 15 working days from the request.

In the event of: (i) failure to send the documentation detailed above within the established deadlines, and/or (ii) failure to regularize the payments due from the Supplier, RF may terminate the Contract(s) and/or the Order(s) pursuant to art. 1454 of the civil code by registered letter or via PEC, if the Supplier fails to fulfill within the term indicated in said communication, without prejudice to compensation for damages.

It is understood that failure by RF to verify the correct fulfillment by the Supplier of the legal contribution and salary obligations, as well as the positive outcome of any checks carried out by RF pursuant to article 1.9 and/or any payment by RF cannot in any way affect RF's right to be indemnified pursuant to article 7.5.2 if disputes are subsequently raised against RF by the subjects indicated therein, meaning such payments made by RF always with reservations.

The Supplier expressly acknowledges that failure by RF to exercise the right to be indemnified pursuant to article 11 as well as failure to exercise the right to terminate pursuant to article 7 shall in no way be construed as a waiver by RF of the exercise of the same.

3. RISK AND TITLE - DELIVERY AND ACCEPTANCE

3.1 Transfer of title and acceptance

Ownership of the Asset(s) will be understood to have been transferred to RF at the time of the transfer of risk as provided for by the Incoterms referred to in the pro tempore edition in force, for the specific delivery method agreed. The ownership of the work created in execution of the Service(s) will be considered transferred to RF at the time of its acceptance by the latter.

In both cases and where applicable, the Good(s) and/or the Service(s) (or any work which is the subject of the same) will be considered definitively accepted by RF only upon positive outcome of the procedures control, to be carried out by RF within 15 (fifteen) working days of receipt or with different deadlines agreed in writing between the Parties.

3.2 Place and times of delivery - Packaging

The Supplier must punctually comply with the delivery terms indicated in the Orders and/or Contracts (to be considered essential in the interests of RF), with respect to which no delays or early deliveries are permitted.

RF has the right to return the Goods supplied that may have arrived before the agreed term, at the expense of the Supplier or to charge the latter for storage costs and financial charges relating to the anticipated delivery period.

The packaging and transport of the Good(s) must be carried out with every precaution to protect it from any damage.

3.3 Delayed Delivery

In the event of a delay in the delivery of the Good(s) and/or in the provision of the Service(s), RF will have the right to apply a penalty for the equal delay - unless otherwise agreed upon in the Order(s) or in the in the Contract/s – 0.5% per complete week of delay up to a maximum of 10% of the price of the undelivered Good or of the Service not completed within the agreed term.

In addition to the aforementioned penalty, RF will have the right to full compensation for any damage directly or indirectly caused to it, including, but not limited to, damages from lack of production or sale, deriving from the delay in delivery of the Good(s). i or in the completion of the Service(s).

3.4 Incoterms

For the purposes of ascertaining compliance with the delivery terms and the transfer of risk for damage or total or partial loss of the Goods/Goods from the Supplier to RF, the Incoterms regulations referred to in the Order or in the Contracts will apply.

4. FORCE MAJEURE

Failure to perform the obligations of one of the Parties which is prevented by objective circumstances that are unforeseeable and beyond its control will not constitute a breach of the obligations assumed in the Order(s) and in the Contract(s).

In this regard, events of force majeure will be considered as wars, fires, pandemics, floods, general strikes, lockouts, embargoes and orders from public authorities not directly or indirectly deriving from a violation by the Supplier of its contractual obligations.

The Party that is prevented from fulfilling its obligations by a Force Majeure event must immediately notify the other Party in writing and must adopt all reasonable efforts to remedy this impediment and continue the fulfillment of its contractual obligations.

5. PRICES AND PAYMENTS

Unless otherwise agreed in writing, the prices indicated in the Orders and Contracts are intended to be fixed and not subject to any revision.

The Supplier expressly acknowledges that all invoices issued by the same must include the purchase order number issued by RF in relation to the supply of the related Goods and/or Service.

The Supplier expressly acknowledges that any payment in its favor can only be made to the direct debit bank set up by the same in Italy.

6. WITHDRAWAL

RF will have the right to withdraw from each Order/s and/or Contract/s relating to the provision of Services by simple written communication sent 30 (thirty) days' notice to the Supplier. In this case, nothing will be owed by RF to the Supplier as a result of exercising the right of withdrawal, except for the right of the Supplier to claim compensation for services performed satisfactorily up to that date.

7. TERMINATION

In the event of breach by the Supplier of its obligations under the Order(s) and/or the Contract(s), RF may, without prejudice to the further remedies provided by the same for specific hypotheses, give notice in writing to the Supplier of fulfillment within 15 (fifteen) days of receipt of the relative formal notice, with communication that, once said term has elapsed to no avail, the contractual relationship will certainly be considered terminated.

In addition to the provisions of the previous paragraph, RF may terminate the Contract/s and/or the Order/s at any time by written communication to the Supplier and with effect from the date that RF will indicate in the same communication, if one of the following hypotheses due to a cause or fact by the Supplier:

- a) liquidation or subjection to any bankruptcy procedure;
- b) foreclosures, seizures or protests or subjection to precautionary measures;
- c) association or submission in any form to the control, even indirectly, of a competitor of RF;
- d) failure to fulfill the obligations pursuant to art. 1.4 (Non-transferability of Contracts and credits - Prohibition of collection mandate)
- e) failure to fulfill the obligations pursuant to art. 2 (Obligations and responsibilities of the Supplier), including the non-fulfilment of the obligations of prohibition of subcontracting and subcontracting pursuant to art. 2.2;
- f) Violation of the Guarantee obligations pursuant to articles 8.1, 8.2 and 8.3;
- g) non-fulfilment of the Intellectual Property obligations pursuant to art. 10;
- h) violation of any of the provisions of art. 13 (Model 231, Code of Ethics and corporate responsibility);
- i) violation of any of the commitments and guarantees pursuant to art. 14 (Anti-Corruption);
- j) non-fulfilment of legal obligations regarding the remuneration, from both a regulatory and economic point of view, as well as contributions, welfare and insurance of its employees;
- k) non-fulfilment of contractual obligations due to force majeure which lasts for a continuous period exceeding 15 working days.

RF may also terminate each Order(s) and/or Contract(s) by written communication sent with 30 (thirty) days' notice to the Supplier if an unforeseeable event occurs which makes the execution of an Order(s) or a Contract(s) significantly more onerous for RF.

Termination pursuant to this article and in any other case, does not void the Supplier's obligations under Article 9 (Confidential Information), which will survive the aforementioned termination.

8. QUALITY AND QUANTITY

8.1 Guarantee of Title

The Supplier guarantees that the Goods supplied are free from mortgages, privileges, guarantees, charges or rights of others of any kind.

8.2 Health and Safety guarantee

The Supplier guarantees that the Goods supplied consist only of non-hazardous materials and components (e.g. that do not contain asbestos) or in any case not prohibited by laws, regulations (Italian and European) and/or by any other applicable legislation.

8.3 Quality Guarantees

The Supplier guarantees that the Goods/goods delivered and the Service/returns will be free from defects and compliant with the Technical Specifications. The Good(s) and the Service(s) object of the supply will be considered defective if:

- a) do not comply with the provisions of the Order/s and/or the Contract/s, or
- b) do not reflect the characteristics possessed by the samples and prototypes delivered by the Supplier.
- c) are not suitable for the use for which RF intended to use them.

RF has the right to carry out controls at the Supplier's premises both for the possible verification of the Goods/s and/or the Service/s or for the acceptance of the Goods/s and/or the Service/s itself, and on the quality system implemented within the Supplier's organization.

8.4 Warranty Claim

Without prejudice to any right due to RF pursuant to the Order(s) and the Contract(s), as well as by law, the Supplier, upon RF's request and within the reasonable term set by the same, shall repair or replace the Defective Goods or ender the Service in accordance with the Order or the applicable Contract. If the Supplier fails to do the above, RF may, alternatively and at its discretion, (i) terminate the Contract/s or the Order/s in accordance with the provisions of the previous art. 6, (ii) obtain a reasonable reduction in the price of the defective Good/s or Service/s, or (iii) if only part of the Good/s or Service/s are defective, have third parties of its choice and at the Supplier's expense, the supply of only/the defective Goods/s or the provision of only/the non-compliant Service/s.

If, in compliance with the provisions of applicable regulations on the subject, RF decides to undertake a recall campaign or in any case to replace its products due to defects in the Goods supplied to it by the Supplier, in this case the Supplier will hold RF harmless from any action, right claims by third parties in this regard as well as all costs, charges and expenses necessary for carrying out the recall or replacement campaign for RF products.

Any warranty claim shall cover all costs incurred as a result of the warranty and shall include, by way of example, transport and text costs. The Supplier undertakes to indemnify RF for the damages suffered, including the damages deriving from the guarantee request, as a consequence of the non-availability or non-conformity of the Goods and/or the Service.

8.5 Duration of warranty obligations

Except as may be provided for by the Order/s and/or by the Contract/s, the Supplier guarantees the suitability for use of the Goods/s supplied for a minimum period of 24 (twenty-four) months from the time of delivery.

8.6 Quantity

If the quantities of Goods/s delivered do not comply with the volumes agreed in the Order/s or in the Contract/s, RF may, at its option:

- a) accept the quantities actually delivered and make changes to the quantities of any subsequent deliveries to the same extent;
- b) request that the Supplier collect the quantities exceeding those ordered, with the right to send them back directly at the Supplier's expense and risk and to debit the latter with the financial charges resulting from any payment already made and the storage costs if the latter does not provide promptly;
- c) obtain that the Supplier immediately sends the quantities of goods found to be missing, charging in any case the charges and expenses resulting from the Supplier's default.

RF will have to exercise the powers set out above within 3 (three) months from the delivery date of the Good(s).

9. CONFIDENTIAL INFORMATION

With regard to any Confidential Information received by RS, the Supplier is required to:

- a) keep the Confidential Information secret and not disclose it to any third party;
- b) implement all measures and precautions reasonably necessary and appropriate to prevent the disclosure and unauthorized use of the Confidential Information;
- c) at the end of the supply, or even earlier at RF's request, immediately return all documents containing the Confidential Information and destroy any hard copy or on any other medium, it being understood that the Supplier, within 30 (thirty) days of the request of RF, will deliver to RF a certification certifying the destruction of the documents and/or reproductions referred to above;
- d) use the Confidential Information only as necessary for the execution of the Contracts;
- e) not to reproduce or copy the Confidential information except within the limits expressly authorized by RF;
- f) not to patent any information or data contained in the Confidential Information;
- g) limit the dissemination of Confidential Information within his organization only to employees whose duties justify the need to know such Confidential Information;
- h) inform employees within their organization who become aware of the Confidential Information of the related secrecy commitments;
- i) not to develop for third parties and/or supply to third parties, in any capacity, directly or indirectly, products made using the Confidential Information;
- j) impose and guarantee compliance with the obligations deriving from this article on any third party to whom the Supplier must transmit the Confidential Information in the context of the execution of the Contracts, it being understood that the Supplier will be liable towards RF for any violation of the obligations of referred to in this art. 2 with respect to Confidential Information committed by said third party.

Regardless of the duration of the contractual relationship with the Supplier, with reference to each Confidential Information received, the Supplier's obligations pursuant to this article will cease to be effective when all Confidential Information becomes public domain for facts not attributable to the Supplier.

10. INTELLECTUAL PROPERTY

10.1 Use of Results

In the event that the use of the Results involves the use of any patent, software, know-how or other intellectual property right, which the Supplier is entitled to dispose of ("Supplier Rights"), the Supplier grants by now RF has a non-exclusive, royalty-free, irrevocable, perpetual, transferable license, with the right to sublicense, to use the Supplier Rights solely for RF's use of the Results.

Neither these General Conditions nor the disclosure of Confidential Information envisaged herein will be interpreted as a source for the Supplier of rights to grant licenses on patents, patent applications or any other industrial property right on information and data included in the Confidential Information.

10.2 Industrial property of the Supplier

The Supplier warrants that the Goods supplied by it, their components and accessories as well as (as applicable) the works created by it for RF, the use of the Services supplied (in both cases, even if subsequently processed by RF or by third parties on behalf of RF) do not involve the counterfeiting of industrial or intellectual property rights of third parties, the Supplier assuming the burden of promptly settling any claims of third parties who assume that their industrial or intellectual property rights are violated due to possession or use, depending on the case, by RF, of the Good(s) and/or the Service(s) and in any case holding RF harmless from such claims.

Unless otherwise agreed in writing, the Supplier waives any right to assert against RF, its successors in any capacity and also in the business unit or part thereof, its customers and its licensees (as well as against customers and licensees, even subsequent of the latter), its possible industrial property rights on the Good(s) or on the Service(s). Unless expressly indicated to the Supplier before the completion of the Orders and Contracts, it must be understood that the Goods are free for export to the Country - indicated in the Order or in the Contract itself - in which the delivery must take place.

11. INDEMNITY

The Supplier undertakes to indemnify and hold harmless RF and its representatives from any loss, claim, cost or expense (including expenses for legal defense) of the latter or its representatives resulting from or relating to any default and/or any violation of the Contract/s and/or of the Order/s or in any case in relation to the supply and/or use of the Goods/goods and/or performance of the Service/s by the Supplier.

The Supplier guarantees, indemnifies and holds RF harmless from any prejudice, expense (including any penalties imposed pursuant to the law), cost, damage that may derive from it as a result of the violation by the Supplier of the obligations referred to in Article 2, as well as any claim made, including those aimed at obtaining or implying the recognition of subordinate employment relationships or any other type of employment relationship with RF, against RF itself by employees (or other personnel also in force with contracts of a different nature) of the Supplier or by his heirs and/or assignees and/or by third parties, including public bodies and authorities, for salaries,

indemnities, social security and/or welfare payments and anything else required by current legislation, including penalties imposed by any body or authority, in relation to the existing employment relationship with the Supplier or its termination.

12. PROCESSING OF PERSONAL DATA - PRIVACY

Given the art. 13 EU Regulation 2016/679 ("GDPR"), RF, for the sole purpose of managing the supply/purchase contractual relationship/s, carries out the processing of personal data concerning the Supplier (in the case of a sole proprietorship, entrepreneur or professional) and the relative representatives, exponents, employees and collaborators, the knowledge of which, although not mandatory, is necessary to establish and execute the contractual relationship/s, for the fulfillment of the related regulatory obligations and for the possible exercise or defense of rights. The provision of personal data is therefore necessary for these contractual activities which, without the data, it would not be possible to start and carry out correctly.

These data are kept in paper and/or computerized archives managed by RF for the duration of the contractual relationships and for the times established by law for administrative and accounting purposes, without prejudice to the need to keep them for further periods for defensive purposes. Such data will be disclosed to RF authorized personnel and transmitted only to those involved in the RF corporate process and who process them in fulfillment of specific legal obligations, as well as to companies which, as data controllers, carry out technical and organizational support activities and companies which, as independent data controllers, carry out support activities at the request of RF.

The interested party may exercise the rights provided for by art. 15 et seq. of the GDPR (such as: knowing your personal data at any time and how they are used, having them updated, rectified, deleted, requesting blocking or opposing their processing for legitimate reasons, exercising the right to data portability) by contacting the company RF with whom the Supplier has the Order/Contract in place, by sending a communication to the following e-mail address: security@racingforce.com or to the registered office.

Finally, the right of the interested party to file a complaint with the Guarantor for the protection of personal data for the possible protection of their personal data and their rights remains unaffected.

The interested party can also contact the Data Protection Manager ("DPO") of Racing Force S.p.A. at the registered office of the Company – email: security@racingforce.com.

The Supplier guarantees to RF that its representatives, representatives, employees and collaborators have received suitable information on the processing of personal data for the purposes connected with the performance of the activities covered by the contractual relationship and that their personal data can lawfully be used by RF for these purposes, in the terms indicated above.

13. BUSINESS ETHICS AND CORPORATE RESPONSIBILITY

RF considers human rights and ethics as founding values of its work, on which the management of its activities and relations with third parties are based.

RF adopts a Code of Ethics and an Organisation, Management and Control Model pursuant to Legislative Decree 231/2001, which establish a high level of integrity for Racing Force, committing the Company to meet the fundamental responsibilities regarding human rights, labour, environment and anti-corruption.

The Code of Ethics and the Organisation, Management and Control Model of RF are published and available on the company website www.racingforce.com.

In light of the above, the Supplier declares to have read the contents of the Organisational, Management and Control Model and the Racing Force Code of Ethics published on the website www.racingforce.com and undertakes to comply with the provisions.

14. ANTICORRUPTION

The Supplier undertakes to comply with the "Anti-Corruption Laws". In particular, it undertakes to:

- a) comply with the Anti-Corruption Laws in carrying out the activity aimed at obtaining all licenses, authorizations and permits required by any competent authority in relation to the Order(s) and the Contract(s);
- b) not to violate, nor permit, authorize or tolerate any violation of the Anti-Corruption Laws;
- c) not to make payments or to offer, pay or promise - directly or indirectly - money or other benefits, to the subjects listed below in order to facilitate RF in obtaining or maintaining advantages in its business activity, to procure any advantage for RF or to any person or entity in relation to the Order(s) and the Contract(s) or to influence the content of any act or decision of any official, governmental body, public entity:
 - ▶ Public officials. It should be noted that a person does not cease to be a public official even if he acts in a private capacity or by acting without any compensation; or
 - ▶ Political parties or party officials; or
 - ▶ Each person, knowing that all or part of the money or other benefits will be offered, delivered or promised - directly or indirectly - to each of the persons or organizations identified above.

The Supplier also:

- a) declares and guarantees that, to the best of its knowledge, its directors and top executives and the directors and top executives of whoever controls them, have not been convicted or declared guilty with a sentence that can no longer be challenged, or has been issued against them a sentence of application of the penalty upon request, for crimes of corruption or fraud.
- b) declares and guarantees that, on the basis of the information currently available to it, neither the Supplier itself, nor whoever controls it, nor its directors and top managers, nor the directors and top managers of whoever holds the control have been declared by a Government or a public authority, even supranational, or a judicial authority, banned, suspended or proposed for suspension or interdiction or in any case not admitted to participate in public tenders;
- c) declares and guarantees that it has not offered to pay, has not paid and will not pay, to natural or legal persons on behalf of RF, donations for political purposes; and
- d) undertakes to keep, in a clear, correct and truthful manner, all accounting records and entries as well as records of expenses and income made in relation to the Order/s and/or the Contract/s, including records of payments made to third parties in relation to the Order(s) and/or the Contract(s), supported by detailed invoices according

to generally accepted accounting principles. Furthermore, the Supplier will make the aforementioned documentation available in the event of a request for verification by, or on behalf of RF, upon written communication from the latter to be sent with fifteen (15) days' notice. The verification activities will be conducted during working hours, at the main office of the Supplier, which will provide all reasonable assistance to examine and make copies of the aforementioned information. RF will consider the information it has become aware of during the verification activities as "Confidential Information" in compliance with the provisions of article 2.1 of the General Conditions.

The Supplier will ensure that its parent companies, subsidiaries, companies subject to common control, as well as its and their directors, top managers, consultants, representatives, employees and agents comply with the provisions of this article 14.

The Supplier acknowledges that, in the event of a breach by it of any of the commitments and guarantees set forth in this article 14, RF may suspend the performance of its obligations with immediate effect, without prejudice to its right to terminate the /the Order(s) and/or the Contract(s) pursuant to Article 6.

The Supplier undertakes to indemnify and hold harmless RF and its representatives from any loss, claim, cost or expense (including expenses for legal defense) of the latter or its representatives resulting from or relating to any breach of the commitments and/or violation of the guarantees provided for in this article 14 and/or any violation of the Anti-Corruption Laws by the Supplier, any of its parent companies, subsidiaries, companies subject to common control, its or their directors, top managers, representatives, employees and agents.

ORDER CONFIRMATION

With reference to your Order mentioned above, we accept the terms and conditions contained therein. We also accept without reservation the General Conditions of Purchase of Goods and Services of RF attached to it.

Supplier's stamp and signature

We specifically approve, pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the following articles of the General Conditions of Purchase of Goods and Services of RF attached to the Order:

1.4 Non-transferability of Contracts and credits - Prohibition of collection mandate

1.5 Applicable law and jurisdiction

2.2 Prohibition of subcontracting

3.3 Delayed Delivery

6 Withdrawal

7 Termination

8 Quality and Quantity

11 Indemnity

13 Business Ethics and Corporate Responsibility

the payment terms indicated in your Order mentioned above.

Supplier's stamp and signature