

MASTER SERVICE AGREEMENT

This master service agreement (the “*Agreement*”) is concluded by and between the **Client** and **Fido S.p.a.**, a company incorporated under the Law of Italy, enrolled with the Register of Enterprises of Milan Monza Brianza Lodi, tax code 09514530964, REA MI-2095281, having its registered office in Milan, Via Meravigli no. 16 (“*Trustfull*”). Trustfull and the Client are jointly defined as the “*Parties*” and hereafter collectively referred to as the “*Parties*” and individually as a “*Party*”).

The Client agrees to be bound by this Agreement and comply with the terms and conditions set out herein by (a) indicating its acceptance on the Site or (b) executing an Order Form incorporating this Agreement.

This Agreement will supersede any subsequent acceptance of Trustfull’s terms and conditions on the Site if the Client has signed an Order Form specifying that the Client qualifies as an enterprise customer

WHEREAS:

A. Trustfull is a company specialized in data analysis and data processing.

B. Trustfull developed and designed a digital platform accessible through Internet connection as “Software-as-a-Service” (hereinafter, the “*Trustfull Platform*”), the use of which involves the incorporation of a tracking code directly into the Client’s website/portal.

C. The Trustfull Platform allows the Client to obtain reliability indices of consumers (who use the Client’s website/portal) through the analysis of their digital data (such as, but not limited to, e-mail address, mobile phone number, IP address, browser configurations or type of hardware used) and the use of artificial intelligence. Trustfull collects this information through a network of data providers (e.g. mobile network operators, online publishers, e-mail providers) in order to verify the information provided by consumers to the Client.

D. The Client, either directly or through other companies of its group, is the owner and operator of one or more internet websites through which it offers services to its end users.

E. The Trustfull Platform is reserved for professional users and not for consumers, and consequently the Client declares that it will use the Trustfull Platform, and expressly undertakes to use it, exclusively in relation to its professional activity and, in any case, for needs related to it.

F. In consideration of the foregoing, by means of this Agreement, the Parties intend to regulate the terms and conditions of the non-exclusive use of the Trustfull Platform by the Client.

G. The Client declares to possess the requirements of reliability, organization and capacity necessary to guarantee the performance

of the activities for the use of the Service and that it has the means and equipment suitable for

independently carrying out the activities considered in the Agreement.

1. DEFINITIONS

Definitions

In addition to the other terms defined elsewhere in this Agreement, for the purposes of same, the following terms have the meaning ascribed to them below.

“*Activation Date*” means the date specified in the Order Form.

“*Addendums*” means the addendums or annexes to this Agreement.

“*API*” means the data exchange interface that allows programmers to create new applications or integrations with external software through authenticated and direct access to data.

“*Civil Code*” means the Italian civil code, as approved by the Royal Decree, dated 16 March 1942, no. 262, as subsequently amended.

“*Client*” means the legal entity entering into this Agreement.

“*Intellectual Property Rights*” means all rights in any of the following that may exist or be created under the laws of any jurisdiction: (i) any registered and unregistered trademarks, trade names, domain names and other distinctive signs and all registrations and applications thereof; (ii) any copyrights and related rights including those in computer software (including source and object codes, programming tools and interfaces, web sites, data files and other specifications and documentation relating thereto) and any database rights; and (iii) any patent for invention, granted or applied for, any registered and unregistered design, trade secret, invention and discovery (whether or not patentable), method, procedure, process, idea, concept, plan,

document, data, development, and any other know-how.

“**Order Form**” means an ordering document specifying the Services to be provided hereunder.

“**SLA**” means the service levels set out in the applicable Service Level Agreement.

“**Services**” means the services provided by Trustfull under this Agreement, as specified in the Order Form, together with the Technical Assistance.

“**Technical Assistance**” has the meaning set forth in the Article 5.2.

1.1 Interpretation

1.1.1 The recitals and the Addendums to the Agreement are an integral and substantial part of the Agreement.

1.1.2 The clause and paragraph headings and the table of contents used in this Agreement are for ease of reference only and do not affect and must not be utilized in construing or interpreting this Agreement.

1.1.3 Unless the context otherwise requires, references herein to premises, articles, paragraphs, points or annexes are to premises, articles, paragraphs, points or Addendums of the Agreement.

1.1.4 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing the singular shall be treated as importing the plural and *vice versa*, and words importing the whole shall be treated as including a reference to any part thereof.

1.1.5 In the Agreement and in its related Addendums, unless the Parties expressly agree otherwise, any reference to:

(a) “**law**”, “**statutory provision**”, “**legislative provision**”, “**regulatory provision**” and similar expressions shall be construed as referring to the provision referred to as it may have been amended in the course of time;

(b) the terms (i) “**consumer**” or “**user**”, and (ii) “**professional**” as used in the Agreement shall be construed as “*consumatore*” and “*professionista*”, respectively, are defined (in Italian) in Article 3(1)(a) and (c) of Legislative Decree no. 206 of 2005 (the “**Consumer Code**”).

1.1.6 In the event of any discrepancy between the provisions of this Agreement and the Trustfull’s Terms of use and conditions, the provisions of this Agreement shall prevail.

2. SUBJECT MATTER OF THE AGREEMENT AND TERMS OF USE OF TRUSTFULL PLATFORM

2.1 Subject Matter of the Agreement

By means of this Agreement, Trustfull undertakes to:

(a) provide to the Client, which accepts, the Services, on a non-exclusive basis; and

(b) grant to the Client, which accepts, a non-exclusive license to use the Trustfull Platform, upon payment by the Client of the consideration set forth under Article 4 (*Consideration, Invoicing and Payments*) and under the other terms and conditions provided for in this Agreement.

2.2 General Undertakings of the Client

2.2.1 The Client is aware and expressly accepts that the Trustfull Platform is a digital platform accessible through Internet connection and reserved for professional users, and, therefore, this Agreement as well as the Service are not subject to the Consumer Code.

2.2.2 The Client declares to be aware of the content and technical characteristics of the Service offered and acknowledges it as fit for use, under the terms specified in Article 6 (*Client Prohibitions, obligations, declarations, warranties, liabilities and limitations*) below.

2.2.3 When using the Trustfull Platform, the Client undertakes to comply with the instructions for use which will be defined by Trustfull, on the basis of applicable laws, regulations, provisions of authorities or codes of self-discipline in force or under implementation in the countries of origin and destination of any messages exchanged in the context of the Service.

2.2.4 The Client undertakes to update its cookie policy, indicating the purposes of tracking to the user and appointing Trustfull as the external data processor, as better specified in Article 2.5.2 below. Due to the nature of the Service and in order to ensure the proper functioning of the Trustfull Platform, the Parties acknowledge that, pursuant to and within the limits of the provisions of the Agreement and the purposes of the processing indicated by the Client, Trustfull, under its sole liability, may anonymize, in its capacity as Data Controller, the data extracted autonomously from the Trustfull Platform, defining the purposes of the processing of such data.

2.3 Access Credentials

2.3.1 The Client will have access to Trustfull Platform and the APIs starting from the Activation Date via a restricted area using authorization and authentication credentials assigned to the Client, which will be kept and

used by the Client under its sole liability, in compliance with this Agreement.

2.3.2 In particular:

(a) the use of the Client's alphanumeric access codes and, more in general, the authorization and authentication credentials assigned to the Client to access the Trustfull Platform (jointly, the "**Access Credentials**") is reserved exclusively for one person identified by the Client as the reference person in relation to the provision of the Service (the "**Reference Person**"), which name and contacts will be notified in writing by the Client to Trustfull as soon as possible after the date of execution of this Agreement;

(b) if the Client intends to appoint a different Reference Person, it must previously notify Trustfull in writing of such appointment, it being understood that the Access Credentials must not be used by more than one Reference Person at a time;

(c) the Client undertakes to keep the Access Credentials as strictly private and confidential and not to disclose them to any person other than the Reference Person;

(d) the Client must keep its Access Credentials in an accurate and exclusive manner and must take every action and precaution to avoid improper use of the same. The Client will be solely liable for the safekeeping of its Access Credentials and no liability of Trustfull may arise in the event that such Access Credentials are disclosed or become known to any third party different from the Reference Person;

(e) the Client will be solely liable *vis-à-vis* Trustfull and any other third party for any damages, losses, liabilities, costs, charges and expenses of any kind caused by the use of its Access Credentials by unauthorized third parties other than the Reference Person.

2.4 Cookie Policy

Trustfull's cookie policy (the "**Cookie Policy**") is available at www.trustfull.com/legal section of the Trustfull Platform's website. By executing this Agreement, the Client declares to having read and understood the contents of the Cookie Policy, which constitutes an integral and substantial part of this Agreement.

2.5 Data Protection

2.5.1 The Parties undertake to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "**GDPR**"), Legislative Decree no. 196/2003 as amended by Legislative Decree no. 101/2018, as amended

and supplemented, as well as with any further rules dictated at national or supranational level on data protection, in particular with reference to the provisions issued by the Italian Data Protection Authority ("**Applicable Privacy Law**").

2.5.2 In particular, for the purposes of the performance of the Agreement, Trustfull will act as Data Processor, pursuant to article 28 of the GDPR. In this regard, the Parties have signed an agreement on the processing of personal data in the rules and content similar to those set out in this Agreement, as further specified in the **Data Processing Addendum**.

2.6 Additional Functions and APIs (Data Exchange Interface)

2.6.1 The Trustfull Platform makes APIs available to the Client. By means of APIs, the Client will be able to create customized integrations between the Trustfull Platform and third-party applications in order to facilitate any automatic updating or data implementation. The Client is solely liable for the use of the interoperability functions and undertakes to use them with appropriate tools and in accordance with the contents of the Agreement and applicable laws.

2.6.2 The use through the Trustfull Platform of functions made available by third parties may be subject to acceptance of the contractual terms and conditions of those third parties and shall comply with such terms and conditions.

2.6.3 By using the APIs, the Client declares and undertakes to use the relevant data exchange functions within the limits set out in the Agreement and undertakes to respect the limit of acquiring only the data specified in the Service purchase order for the following specific purposes:

(a) improve the performance of its internal processes, excluding any use of the data obtained for the benefit of third parties and outside the organizational framework of the Client;

(b) create and supply services and/or commercial products clearly distinguishable from the products developed by Trustfull as well as by its commercial partners, as Trustfull reserves the right to specify at any time.

2.7 Cancellation of Client's Personal Data

2.7.1 After 10 calendar days from the date of expiry or termination of the Agreement for any reason whatsoever, Trustfull shall be obliged to delete the data stored on behalf of the Client in the Trustfull Platform. In the event of

suspension of access to the Trustfull Platform due to administrative irregularities (as better specified in Article 4), the Client will only be able to access the Trustfull Platform once the cause of the blockage has been removed.

2.7.2 Without prejudice to the right of cancellation referred to under provision Article 2.7.1, longer retention times may also be dictated by requirements other than those indicated in the Agreement, in particular in the event of investigations by the competent authorities.

2.8 Client Obligations to Use the Services and APIs

2.8.1 The Client must install software and hardware and carry out any technical intervention that may be necessary to ensure the current and future functionality of the Service and APIs made available to the same Client.

2.8.2 Therefore, Trustfull will not be liable if any software, hardware or any kind of device or tool used by the Client do not allow, grant or permit full and correct access to the Services for reasons unrelated to the operation of the Trustfull Platform.

3. TRADEMARKS AND OTHER DISTINCTIVE SIGNS

3.1.1 The Parties acknowledge that the execution of this Agreement does not assign any Party's Intellectual Property Right to the other Party.

3.1.2 In particular, no Trustfull's Intellectual Property Rights, including any Intellectual Property Rights on the Trustfull Platform and all the elements comprising it (such as, *inter alia*, literary texts, software, databases, graphics, images, multimedia works and files, drawings, logos, trademarks) and on the API, will be assigned, transferred, licensed, sublicensed or otherwise granted to the Client, save as expressly set forth in this Agreement. Therefore, such Trustfull's Intellectual Property Rights will continue to belong exclusively to, or vest in, Trustfull.

3.1.3 Trustfull allows the Client to:

(a) use Trustfull's trademarks, logos and other distinctive signs to the extent strictly necessary for the Client's use of the Trustfull Platform and the APIs only upon prior written consent by Trustfull, it being understood that no Intellectual Property Rights to these trademarks, logos and other distinctive signs shall arise for the Client or be transferred or otherwise be granted to the same the Client as a result of such use;

(b) use the APIs and the Trustfull Platform to the extent provided for in this Agreement and as required for its performance, it being understood that no Intellectual Property Rights shall arise for the Client or be transferred or otherwise be granted to the same the Client as a result of such use.

3.1.4 Trustfull may use the Client's name and logo, subject to the Client's prior written authorization, in presentations, marketing materials, clients' lists, financial reports or other documentation as will be specified by Trustfull to the Client upon request for authorization.

4. CONSIDERATION, INVOICING AND PAYMENTS

4.1.1 Without prejudice to the provisions of Articles 8.1 and 8.3 below, the Client undertakes to pay a fee in favour of Trustfull for the provisions of the Service, for the amounts set forth in the Order Form.

4.1.2 Trustfull will invoice the due amounts as specified in the Order Form. Payment must be made by the Client by bank transfer or credit card, within the deadlines specified in the same Order Form.

4.1.3 If the Client fails to pay the fee within the deadlines specified in the Order Form. Trustfull may, at its sole discretion and at any time, disable the function for use of the Trustfull Platform, after notifying the Client with at least 3-calendar day prior notice.

4.1.4 After 10 calendar days have elapsed without the Client having entirely paid the due amount, Trustfull will be entitled to block the Client's access to the Trustfull Platform and/or declare the automatic termination of the Agreement pursuant to Article 7.3, without prejudice to Trustfull's right to demand payment of all amounts due and for recovery of any further damages.

4.1.5 The payment of all sums due to Trustfull under the Agreement may not be delayed or suspended for any reason whatsoever, not even in the event of pending disputes, it being understood - also by way of derogation from Article 1460 of the Civil Code - that the Client may only assert any possible claim that it may have *vis-à-vis* Trustfull through a separate claim and that it shall entirely comply with its obligation to pay all amounts due to Trustfull.

4.1.6 The Parties agree that in the event of delay in the payment of the aforementioned fee, default interest of 8% shall be due. It being understood that, if the abovementioned default interest will be considered usurious, the same

will be automatically reduced within the usurious threshold set forth by applicable law.

4.1.7 The fee for the Service, the related options, additional services and assistance may be subject to annual variation with effect from the next renewal. In the event of an increase, Trustfull will inform the Client, at least 30 calendar days before the chosen expiry date, by e-mail to the Client's e-mail address specified in its web profile. The new rates shall apply from the date of renewal of the Agreement and shall be maintained unchanged at least until the immediately following expiry date. If the Client does not intend to accept the new fees, the Client will be entitled to withdraw from the Agreement, pursuant to Article 7.2 below; failure to give such notice of withdrawal will be deemed to be unconditional acceptance by the Client of the new fees, which shall therefore be legitimately applied starting from the immediately following renewal date.

5. MINIMUM FUNCTIONALITY LEVEL GUARANTEED

5.1 Availability of the Trustfull Platform

5.1.1 By signing the Agreement, Trustfull undertakes to make the Trustfull Platform available as from the Activation Date.

5.1.2 Trustfull's standard SLA (Basic Support) shall apply unless the Customer has purchased an upgraded level in an Order Form, in which case that upgraded level shall apply.

5.1.3 The Parties acknowledge that, in any case, Trustfull cannot be held liable for the unavailability of the Trustfull Platform due to facts and circumstances attributable to the Client or to persons for whose conduct the Client is liable, such as, by way of example but not limited to, the availability of a suitable Internet network at the Client's premises, hardware, software or internal network problems within the Client's organizational structure.

5.1.4 Trustfull will make every reasonable effort to ensure the correct use of the Service and ensure the regular operation of all the functions provided by the Service itself. In the event that ordinary and/or extraordinary maintenance work is required to ensure correct access to the Service, Trustfull reserves the right to temporarily suspend the Services, subject to prior notice to the Client (via ordinary e-mail), undertaking to reactivate them as soon as possible, depending on the nature of the maintenance work required.

5.2 Technical Assistance

5.2.1 As an instrumental and additional measure to ensure the correct use and full functionality of the Trustfull Platform, Trustfull undertakes to provide to the Client technical assistance for reports of problems related to the correct functioning of the Trustfull Platform (the "**Technical Assistance**").

5.2.2 Technical Assistance will be provided by Trustfull via e-mail exclusively to the contacts (e-mail addresses) to be notified in writing by the Client to Trustfull during the activation phase. The Client shall be solely liable for keeping this list constantly updated. Trustfull will not, under any circumstances, be held liable for technical assistance provided as a result of failure/delayed updating or incorrect or negligent compilation by the Client of the list of contacts authorized to request the Technical Assistance.

6. CLIENT PROHIBITIONS, OBLIGATIONS, DECLARATIONS, WARRANTIES, LIABILITIES AND LIMITATIONS

6.1 Client Prohibitions and Obligations

6.1.1 The right to use the Service and the APIs provided by Trustfull is limited to the extraction for personal use of the information provided by the Trustfull Platform.

6.1.2 The Client undertakes to ensure that the provisions of the Agreement are complied with by its employees, directors, collaborators, consultants and other contractors.

6.1.3 The Client must not distribute and/or market any kind of data, material or information extracted from the Trustfull Platform.

6.1.4 The Client must not use or let persons appointed by the Client use BOT/scrapper or create apparent situations which create confusion between the activities or the Intellectual Property Rights of Trustfull and the Client, and it must not publish the data acquired through the Service, unless expressly authorized in writing by Trustfull.

6.1.5 The Client, in the case of use of APIs, must be compliant with the conditions of use indicated in the form filled in by the Client upon activation of the Service.

6.2 Representations and Warranties of Client Information Accuracy

The Client represents and warrants:

(a) that all the information provided by the Client to Trustfull is complete, correct and up to date, including the data entered, or which will be entered, in the Trustfull Platform;

(b) to be entitled and have any and all powers, authorization and authority to enter into and perform this Agreement.

6.3 Client Default Liability

6.3.1 The Client undertakes to fully indemnify and hold Trustfull harmless against all damages, losses, liabilities, costs, charges and expenses, including legal fees, if any, which may be suffered or incurred by Trustfull or which would not have been so suffered or incurred or claimed if:

(a) the Client had properly fulfilled its obligations under the Agreement; and

(b) the Client representations and warranties had been true, correct, complete and not misleading.

6.3.2 The Client also undertakes to fully indemnify and hold Trustfull harmless from all damages, losses, liabilities, costs, charges and expenses, including any legal fees that may be incurred or sustained by Trustfull or for which it is requested to pay, in any case connected to the information contained in the Client's messages, even in the event of compensation for damages claimed by third parties for any reason whatsoever.

6.4 Liability for the Use of Trustfull Platform

6.4.1 The Client will use the Trustfull Platform in accordance with the Agreement, in full autonomy. Therefore, the Client will be exclusively and directly liable for such use.

6.4.2 The Client undertakes to inform and have its employees, and all those who will in any case have access to the Trustfull Platform by virtue of their relationship with the Client, comply with and duly observe the obligations arising from the Agreement.

6.4.3 Trustfull and its employees, directors, collaborators, consultants, and contractors do not assume any liability in relation to the use of the Trustfull Platform by the Client. Therefore, the Client irrevocably undertakes to fully indemnify and hold Trustfull and its employees, directors, collaborators, consultants, and contractors harmless from any damages, losses, liabilities, costs, charges and expenses which may arise, directly or indirectly, from the Client's use of the Trustfull Platform and the performance of the Agreement by the Client.

6.4.4 These provisions will remain valid and effective even after the Agreement ceases to have effect for any reason whatsoever, including expiry of the terms, termination of or withdrawal from the Agreement.

6.5 Force Majeure

Trustfull shall not be liable in any way whatsoever for failure to perform the Agreement due to causes beyond its reasonable control or due to force majeure or unforeseeable circumstances, such as, but not limited to, civil riots, acts of terrorism and war, strikes, epidemics, tornadoes, hurricanes, floods, fires, landslides, landslips, pandemics.

6.6 Interruptions Due to Exceptional Events

6.6.1 Trustfull undertakes to ensure the efficiency and functionality of the Trustfull Platform. If Trustfull is forced to interrupt its use due to exceptional events or maintenance, Trustfull will not be liable for any damages, losses, liabilities, costs, charges and expenses which may arise from such exceptional events or maintenance and will remediate any interruptions or suspensions as soon as possible, providing updates to the Client.

6.6.2 Trustfull will define the appropriate access procedures and reserves the right to improve them at any time. Trustfull will also provide the Client, at the Client's request, with all the technical specifications for accessing the Trustfull Platform and making proper use of it in accordance with the Agreement.

6.7 Services or Acts of Third Parties

6.7.1 In the event that the Client uses features of the Trustfull Platform provided by third parties, including network operators, the following provisions will apply:

(a) Trustfull allows access to such features provided that they are subject to the terms, conditions and limitations imposed by the relevant providers and that under no circumstances will Trustfull be liable for the failure or improper functioning of such features;

(b) in the event the concerned third parties change, suspend or terminate the provision of such features, Trustfull may change, suspend or terminate access to such services without notice;

(c) Trustfull shall be entitled to suspend the use of the Trustfull Platform which is directly dependent on services offered by such third parties. This is without prejudice to Trustfull's right to use other suppliers in order to ensure the functionality of the Trustfull Platform. In this regard, the Client authorizes Trustfull to provide these third parties with all necessary information.

6.7.2 In any event, Trustfull shall not be held liable in any way for the malfunctioning of the Trustfull Platform or for the impossibility or difficulty of performing the related additional services resulting or deriving from any act,

omission, malfunctioning, faults, overloading, interruptions or other circumstances regarding or ascribed to global, national or local telephone, electricity, network operators and/or providers, or, more in general, for the acts or omissions of third parties (including any operator or provider) that affect or concern the use of the Trustfull Platform (including, by way of example but not limited to, slowdowns in speed or failure of the telephone lines and processors that manage telematic traffic between the Client and the Trustfull Platform).

6.8 Limitation of Liability

6.8.1 Without prejudice to cases of willful misconduct or gross negligence, Trustfull's liability under the Agreement shall in no event exceed 50% of the amount of the fees due by the Client pursuant to this Agreement up to the time the relevant event, from which such liability arises, occurred. For such purposes, the fee shall be calculated pro rata on the basis of a 12-month period.

6.8.2 The Client will ensure that the terms of the Agreement are properly complied with by any suppliers or system integrators involved in the management and/or maintenance of its software systems. Trustfull also reserves the right, at any time, to verify that the use of the Services and data acquired by means of Trustfull's APIs complies with the terms of the Agreement and, in any event, does not exceed the use case declared to Trustfull.

7. DURATION – CESSATION OF THE AGREEMENT

7.1 Duration

This Agreement will have a duration of 12 months starting from the execution date, and will tacitly and automatically renew from time to time for further periods of 12 months upon each expiry.

7.2 Withdrawal

7.2.1 A notice of withdrawal may be given by each Party by the expiry date of the initial term or of its relevant renewal(s), as follows:

- (a) the Client may give a notice of withdrawal as follows:
 - (i) via its Trustfull's personal account, by clicking on the username in the top right-hand corner once logged into the Trustfull Platform; or
 - (ii) via written notice to be sent via e-mail to support@trustfull.com. The Client's withdrawal from the Agreement will then be confirmed by email by Trustfull to the Client's address specified in its web profile, and will be

valid from the next billing period, as specified in the Client's account settings, unless otherwise agreed upon in writing by the Parties;

(b) Trustfull may give a notice of withdrawal as follows:

- (i) via written notice to be sent via e-mail to the Client's address specified in its web profile, and will be valid from the next billing period, as specified in the Client's account settings, unless otherwise agreed upon in writing by the Parties; or

7.2.2 In addition to the above

(a) the Client will also have the right to withdraw from the Agreement pursuant to Article 4.1.7 above;

(b) Trustfull will also have the right to withdraw from the Agreement pursuant to Article 8.3 below.

7.3 Termination Clause

7.3.1 The Agreement shall automatically terminate in accordance with article 1456 of the Civil Code, by simple written notice, in the event of breach by the Client of the provisions set forth in Article 4 (*Consideration, Invoicing and Payments*), 9.9 (*Legislative Decree no. 231/2001*), 6.1.4 and 6.1.5 (*Client Prohibitions and Obligations*), without prejudice for the payment of any fees due to Trustfull by the Client and for recovery of further damages.

7.3.2 In addition, in the event of termination pursuant to Article 7.3.1 above, Trustfull reserves the right to ask the Client, which shall be obliged to pay, a penalty equal to the fees due until the natural expiry of the Agreement, without prejudice for recovery of further damages.

7.4 Effects of Cessation

7.4.1 Once termination, expiry or cessation of the Agreement for any reason whatsoever will be effective, the Client will no longer have access to the Trustfull Platform and the APIs.

7.4.2 In the event of withdrawal from or termination, expiry or cessation of the Agreement for any reason whatsoever, the Client shall pay to Trustfull any and all fees due to the same pursuant to Article 4 above.

8. FURTHER UNDERTAKINGS OF THE PARTIES

8.1 Limits to the Use of Data

8.1.1 The use of the data accessed by the Client through the Service is only permitted for internal use.

8.1.2 The Client is not permitted to make the data available to third parties, unless expressly

authorized in advance and in writing by Trustfull.

8.1.3 In accordance with the prohibition set forth in Article 6.1 above, in no case is the Client or its partners allowed to resell and/or grant free use of or in general make accessible the data obtained through the Service.

8.1.4 In any event, it is understood that the Client is required to process the data accessed through the Services and the APIs provided by Trustfull within the limits of current legislation, verifying the need to obtain the consent of the persons concerned in the cases provided for by current legislation.

8.2 Free Trial Period

Trustfull may offer free trial periods of the Trustfull Platform to new clients, as defined in the Order Form.

8.3 Validity of Amendments and/or Additions

8.3.1 Without prejudice to Article 4.1.7, Trustfull may propose to amend the Agreement by sending its suggestions of amendment to the Client in a new modified version of the Agreement; the Client will have 10 calendar days to accept such amendments and resend Trustfull the signed new version of the Agreement. Any amendment will be effective as soon as the new version of the Agreement is accepted in writing by the Client.

8.3.2 If the Client does not intend to accept the amendments proposed by Trustfull as per Article 8.3.1, the Client must notify Trustfull in writing. In this case, the amendments will not be effective and Trustfull reserves the right to withdraw from the Agreement, by giving a prior written notice to the Client of 10 calendar days.

9. MISCELLANEA

9.1 Relationship between the Parties

This Agreement does not constitute any corporation, business association, joint venture, or any other partnership of any kind between Trustfull, on the one hand, and the Client, on the other hand, which are and will remain separate and independent entities from each other.

9.2 Validity of Contractual Clauses

The clauses of the Agreement shall be deemed to be in full force and effect and accepted by the Client even in the event of free use and/or temporary use of the functionalities provided by Trustfull for any reason whatsoever.

9.3 Tax Expenses

Any tax expenses arising from the performance of the Agreement, including any taxes for

advertising activities, shall be borne by the Client.

9.4 Final Clauses

9.4.1 This Agreement cancels and supersedes all prior agreements, understandings, negotiations, written or oral, between the Parties concerning its subject matter.

9.4.2 The failure of either party to promptly enforce its rights under one or more provisions of the Agreement shall never be construed as a general and tacit waiver of the rights and obligations set forth in the provision, nor shall it prevent such party from subsequently requiring strict and punctual compliance with any and all provisions of the Agreement.

9.4.3 If one or more of the provisions of the Agreement is declared null and void by a court of competent jurisdiction, the remainder of the Agreement shall continue to apply between the Parties, unless such provision was a determining reason for the conclusion of the Agreement.

9.5 Prohibition of Assignment

Neither party may assign the Agreement or its rights thereunder without the express written consent of the other party.

9.6 Confidentiality

9.6.1 The Parties agree to keep secret and confidential any information related to this Agreement and its contents, as well as any other information exchanged among the Parties during the negotiations regarding this Agreement, the other Party and their respective businesses or otherwise exchanged pursuant to or in the context of the negotiations of this Agreement.

9.6.2 The obligations set out in section 9.6.1 will not apply with respect to any information that:

(a) is or lawfully falls within the public domain;

(b) any Party may be required to disclose pursuant to applicable law or upon request from any governmental authority having jurisdiction (including any regulatory or stock exchange authority) or for the purpose of any mandatory auditing activities over such Party; and/or

(c) must be disclosed for the purpose of fulfilling the Parties' obligations or enforcing their rights under this Agreement.

9.7 Notices

Unless otherwise provided for in this Agreement, any communication or notification required or permitted under the Agreement shall be made in writing by e-mail, certified electronic mail, courier or by registered letter with advice of receipt

(a) if to Trustfull:
Via Meravigli, no. 16
Milano, 20123
e-mail: finance@trustfull.com

(b) if to the Client
to any email address associated with the Client's administrative user in Trustfull Platform or to such other valid addresses as a Party may subsequently communicate to the other Party in accordance with this Article 9.7.

9.8 Governing Law and Jurisdiction

9.8.1 The Agreement shall be governed by and construed in accordance with Italian law.

9.8.2 Any dispute concerning the validity, interpretation and execution of the Agreement shall be settled by arbitration under the Rules of the International Chamber of Commerce (the "**Rules**") by three arbitrators appointed in accordance with said Rules.

9.8.3 The seat, or legal place, of arbitration shall be Milan, Italy, and the language to be used in the arbitration shall be English.

9.8.4 To the maximum extent permitted by applicable law, the award of the arbitration panel shall be final and binding on the parties, who hereby waive any right to any form of appeal to any court of law.

9.8.5 Any award of the arbitrator shall be carried out without delay.

9.8.6 The expenses of the arbitration proceedings shall be borne by the Parties in

accordance with the applicable determinations of the arbitration panel.

9.8.7 All disputes which cannot be settled by arbitration pursuant to mandatory provisions of Italian law shall be submitted to the exclusive jurisdiction of the Courts of Milan, Italy.

9.9 Legislative Decree no. 231/2001

The Client hereby declares to be aware that Italian Legislative Decree no. 231 of 8 June 2001 (the "**Decree**") envisages the direct liability of the company for a series of crimes committed by its employees, suppliers or business partners in addition to the personal liability of the party that committed the crime. In this regard, the Client hereby declares that it has never been involved in committing one of the crimes contemplated in the same (the "**Crimes**"). The Client undertakes, in any event, to adopt the required measures in order to prevent its employees, managers, directors, representatives, partners from committing any conduct which could be deemed to be a Crime. The Client also undertakes to immediately inform Trustfull in case the former is involved in the commission of a Crime. In such case, Trustfull shall have the right to terminate the Agreement with immediate effect, in accordance with and for the purposes of art. 1456 of the Civil Code, without prejudice to compensation for any damages that may be incurred.

