

This document contains the general terms and conditions for the supply of technical-linguistic services and products (hereinafter the "General Terms and Conditions") of the company SOGET EST S.r.l., which has its registered office in Padua - Via San Marco 11/C - Tax Code / VAT No. 01689620282 (hereinafter the "Supplier").

1 Subject matter

1.1 The General Terms and Conditions set forth below govern all future contracts between the Supplier and the Client (who may be e.g. a company, firm, business, public or private entity or private citizen, whether Italian or foreign) that requests and receives from the Supplier an offer for the provision of interpreting services.

1.2 The only valid exemptions or amendments to these General Conditions, will be those which the parties have expressly agreed upon in writing (including by an email exchange), and exclusively for the supplies to which they refer. Therefore, any provision introduced by the Client that conflicts with or supplements these General Terms and Conditions shall be deemed to be null and void unless the Supplier expressly accepts it in writing.

2 Terms and definitions (pursuant to the Standard UNI 10574)

2.1 The terms indicated below, which may appear with upper or lower case initials in these General Terms and Conditions, shall have the meaning assigned to them by Article 2 hereof, in compliance with the Standard UNI 10574:2007 ("Definition of services and activities of translation and interpreting companies").

2.2 "Interpreting" refers to an oral transposition from a source language into one or more target languages. There are various kinds:

2.3 Simultaneous interpreting: real-time interpreting of the speaker's language into a language/languages that its listeners can understand. Here, the interpreter must translate simultaneously i.e. both languages overlap in real time. Simultaneous interpreting requires state-of-the-art technical equipment (noise-insulated booth, headphones/earphones, microphone, etc.).

2.4 Consecutive interpreting: non-simultaneous interpreting of the speaker's language into a language that its listeners can understand. Consecutive interpreting is performed without the need for specific equipment, by staff trained in specialised techniques (e.g. paper note-taking) who meet the requirements provided for in paras. 4.6 and 4.7 of the Standard UNI 10574. (Note: particularly relevant for press conferences and Board of Directors meetings).

2.5 Low-voice or whispered interpreting (chuchotage): interpreting by whispering in real time from the speaker's language into the language intelligible to the listener. This form of interpreting dispenses with technical equipment and must be provided by personnel with specialist knowledge of simultaneous and consecutive interpreting. (Note: not applicable in the case, for example, of protected persons such as politicians or other protected persons).

2.6 Liaison (or negotiations) interpreting: interpreting in the form of a dialogue between the two parties who alternate the roles of speaker in two different languages (commercial or technical). Liaison interpreting is more discursive and informal in nature than consecutive interpreting, it does not require note-taking on paper and must be carried out by personnel chosen in the manner indicated in para. 4.6 of the UNI standard.

2.7 Briefing (information meeting): a meeting devoted to communicating specific information in preparation for interpreting work.

3 Features of the service

3.1 Interpreting services are limited to the spoken word and do not involve the written translation of texts; the interpreter is ethically responsible for the integrity of his/her work and must not be subject to any kind of pressure during his/her assignment.

3.2 For simultaneous, consecutive and chuchotage interpreting services, the interpreter may not be engaged for more than 7 hours a day; for liaison interpreting, the interpreter may not be engaged for more than 8 hours a day.

3.3 For interpreting services for which the Client requests the supply of equipment, the Supplier will assess the request, at its own discretion, and as appropriate organise the supply of fixed booths and/or mobile equipment that satisfy the requirements of applicable rules. These regulations should equally be complied where technical equipment directly managed by the Client is used. If the Supplier considers that the quality of this equipment is inadequate for the service or endangers the health and safety of personnel, the Supplier shall not be obliged to provide the interpreting service and reserves the right not to accept the order for the service provision, or to withdraw from the contract if already entered into, at any time, without incurring any responsibility whatsoever.

3.4 The use of video screens in order to enhance the direct visibility of the speaker and of the room or – in exceptional cases - in place of direct visibility, will be possible only with the interpreters consent to this beforehand.

3.5 For remote interpreting (various types of teleconferencing or videoconferencing that require the use of a video screen or monitor), absolute compliance is required with the conditions laid down by the applicable rules regulating quality standards that guarantee the optimal video and sound service based on the latest technology. If, however, in case of non-compliance with these conditions, the Supplier reserves the right not to accept the order for the service

provision, or to withdraw from the contract if already entered into, at any time, without incurring any responsibility whatsoever.

3.6 Travel/transfer conditions for which the Client is responsible should not compromise the interpreter's personal health and safety and, as a consequence, the quality of the service due to discomfort or fatigue after travel/transfer. If, in the Supplier's opinion, the conditions proposed or applied fail to provide adequate guarantees to this end, the Supplier reserves the right not to accept the order for the service provision, or to withdraw from the contract if already entered into, at any time, without incurring any responsibility whatsoever.

4 Negotiations, completion and signing of the Services supply contract, communications between the parties

4.1 The Client, when requesting services or thereafter, shall clearly, unambiguously and precisely communicate to the Supplier any information required in order to facilitate the Supplier to delineate and evaluate the assignment for the provision of Services. The Supplier may also ask the Client to submit documentation and/or other material useful in preparing the offer and for the subsequent provision of the Services (documents previously created sector terminology and/or glossaries, regulatory references, etc.). The Client assumes full and exclusive responsibility, fully indemnifying the Supplier to this end, for anything that it has communicated, transmitted or omitted, including where legal infringements or criminal offences are implicated in the files transmitted, or if the files could potentially cause or result in loss or detriment, or if their transmission or disclosure is in breach of domestic or international legislative or regulatory provisions. The Supplier shall not be liable in any of these cases, and will endeavour to comply with all regulatory provisions and standards in force. The Client also guarantees that the files which it sends to the Supplier are free from any virus or malware or IT-related problems.

4.2 The Supplier's quoted rates shall be deemed to be binding only if they are formalised in a written offer (quotation), but the acceptance thereof shall not yet constitute a finalised contract, because in the event of a new relationship between the parties (new Client) it will be necessary to sign the Client Contract and Registration Form containing all the essential elements of the contract, the ancillary elements and the reference to these General Terms and Conditions, which the Client must know, accept and duly sign. Where there is already a normal or recurring relationship between the parties, any job order issued by the Client shall constitute an independent contract, finalised as soon as the Client accepts the Supplier's offer, but referencing the original Client Contract and Registration Form between the parties for any matters not specifically covered by that contract.

4.3 The Supplier's offer-quotation shall be valid only for the period indicated therein. Therefore, the Supplier shall not be obliged to consider any offer confirmations which are received after the expiry of that deadline, which may be renewed and/or varied.

4.4 The Client Contract and Registration Form specifies all the persons/entities of the Services contract (the parties and any representatives or agents or different parties for billing purposes), the nature and scope of the contract or the precise reference to it, the service delivery terms, the payment terms, any special conditions requested by the Client, those who are authorised to oversee the project and to fully implement it, including requests for variations and acceptance, and the accounts authorised to send valid communications for this purpose, all the requisite personal/company, fiscal and banking records and references, the reference to the General Terms and Conditions of the contract to be signed by the Client, and anything else the parties care to indicate. Relevant personal data protection and other legally required documentation is, moreover, attached to the Client Contract and Registration Form and should be signed. The Client Contract and Registration Form should be drawn up and signed for the initial job assignment with the Client.

4.5 If the Client re-engages the Supplier for other Services or establishes an ongoing relationship with the Supplier, the parties agree - in order to simplify matters - to dispense with the formalities of the Client Contract and Registration Form for each new contract, the content of which shall be deemed to be an expression of the parties' contractual intent. Accordingly, the Client should request subsequent jobs by sending a written communication, also by ordinary email, provided that it originates from a person and an account authorised by the Client Contract and Registration Form or by later official written communications from the Client duly authorising new persons with their own accounts. Based on this, the Client defines the new subject matter, terms and any specific conditions, receives the Supplier's offer which references the Client Contract and Registration Form for anything not contained in the offer, and the new contract is finalised upon the Client's acceptance of the offer thus received.

4.6 Any new job that the Client assigns to the Supplier shall constitute an independent contract, and in no circumstances an ongoing professional services contract, unless the parties agree otherwise in writing.

4.7 The parties are free at any time to vary the Client Contract and Registration Form's particulars at any time, and to define new alternative terms and conditions for each job subsequent to the first one, provided that each variation, term, condition or particular is communicated in writing, also by ordinary e-mail, to the other party who shall be free to confirm and accept or refuse.

4.8 As there are no specific forms legally required to be adopted, not even in written form *ad probationem*, for contracts for the supply of linguistic services, the

parties agree to the following. For the first contract, it will be necessary to sign the Client Contract and Registration Form, the privacy notice attached and the General Terms and Conditions. The signed copy sent to the other party may be a photocopy or scanned copy and may also be sent by fax and ordinary e-mail. For subsequent dealings between the parties, for any variations and for all communications, the parties agree that any communication shall constitute a valid and adequate manifestation of their contractual intent provided that it is in written form and is transmitted by simple e-mail (therefore it is NOT necessary to send a certified e-mail or to observe digital signature or other formalities), as long as the communication originates from an account and from a person who is authorised by the Client Contract and Registration Form or by that party's own subsequent communications. If the Client refuses to acknowledge the communication of its representatives or collaborators, the Supplier shall not be responsible for ascertaining the authority of the persons/entities involved where the Client has already granted them authority in the Client Contract and Registration Form or in its subsequent communications. The Supplier shall not be responsible for any intrusion by the Client's employees or non-company collaborators who participate in the negotiations or in the work performances, credibly stating that they act in the name and on behalf of the Client.

4.9 An e-mail read receipt or confirmation which may be requested and may proceed electronically, cannot be interpreted as an expression of contractual intent, but simply a statement that the recipient has read, confirmed receipt and taken cognisance of the communication.

4.10 The Client or the Supplier shall be liable if the parties appointed by them to carry out the assignment, or they themselves, delay or impede communications or work in any way, and if such parties experience problems due to falsehoods, withholding of information, breach of trust, negligence or any other cause attributable to them and avoidable with the care and diligence that the service in question demands. Specifically, if the Client makes it difficult for the Supplier to comply with the law or with job delivery deadlines, the latter shall be released from the obligation to comply with the deadline. Any additional expense that the Supplier incurs as a result of the Client's failure to comply with this article shall be covered by the Client, who shall pay the additional amount due.

5 Multiple party orders

5.1 The practice contemplates the hypothesis of Clients who request the supply of Services on behalf of other subjects who may make themselves known immediately, at a later date or not at all. The legal status of such an assignment can vary: it may be a simple formal/informal assignment, a representation, agency, power of attorney, advocacy and all analogous forms provided for by law. The assignment to request a Service may reveal the same interest, converging interests or divergent interests. Equally, there may be several parties who, making themselves known from the outset, jointly request the same service and agree to share the costs, with one party delegating the other party to negotiate, stipulate and execute the contract or, alternatively, acting independently instead. Lastly, a Client may request a Service and indicate a third party to take charge of invoicing and payment procedures, without this party being involved in the stipulation, execution and acceptance of the contract.

5.2 The Supplier, in all these cases, is never responsible or accountable for these parties' internal dealings, for their agreements made, for the chain of communications, for the powers conferred on the parties, or for requests and communications of which one party may not be aware.

5.3 The Client Contract and Registration Form, as amended in successive updates, defines and identifies the contractual counterparts, the various parties and their powers in relation to the contract also in terms of communications, subsequent requests, variations, acceptance and complaints, the subject matter and all other contractual terms required in order for the contract to be properly implemented. Only those who sign the Client Contract and Registration Form, thus definitively accepting its terms, may exercise the rights and duties provided for therein, and in these General Terms and Conditions.

5.4 The Supplier shall strictly observe what the parties who signed the Client Contract and Registration Form indicated therein, and will keep them informed according to agreed common procedures. Except for these cases in which it fulfils its information duties as agreed, the Supplier shall not be responsible if a party has not been properly informed by its delegatee or appointee or by the latter's representative, of all aspects and events pertaining to the contract throughout its implementation and delivery. Nor may the Supplier be held liable if the same delegatee or appointee has withheld information or been negligent or provided false information at any time during the negotiation, execution, acceptance and delivery of the contract, resulting in loss, service irregularities or preventing a right from being exercised, to the detriment of the non-informed or improperly-informed party.

5.5 Where several signatures are required, which may require specific technical time frames, and a delay occurs due to negligence or for any other reason attributable to one of the signatories, the Supplier shall not be accountable for any delayed and alternative management of work schedules. If the delay results in the Supplier incurring further costs or prevents the Supplier from meeting the terms indicated in the Job Assignment Letter, this expense and liability shall be attributable to the party who caused the delay.

The provisions of the previous paragraph shall apply to all communications and, in particular, to urgent communications during the Services provision in cases where

the Supplier is obliged to notify several parties and to await the express consent of all parties before proceeding, in circumstances where non-communications or delayed communications slow down the work or jeopardise compliance with applicable terms.

6 Variations

6.1 The Client will be entitled to request changes to the interpreting Services requested. The Supplier will examine any variation to the pre-agreed supply arrangement, and will notify an updated fee to the Client based on the changes made, indicating the new terms of supply. The Supplier shall, in any event, be entitled to withdraw from the contract if the variations in question go well beyond what was originally agreed or if, due to their content, time frames and/or dimensions, they significantly alter the nature or the terms and conditions of the service.

6.2 The Supplier will not introduce any changes or additions to the interpreting services over and above what was contractually agreed, without written preapproval from the Client. If, however, the Client does not consent to changes or additions which the Supplier considers essential in order for the interpreting service to be correctly and satisfactorily rendered, the Supplier shall be exempt from all liability and shall not provide any guarantee for the Service in question, without prejudice to the rights provided for in Article 1660 of the Italian Civil Code.

6.3 A variation may also be made by an exchange of ordinary e-mails accepted by parties who are authorised to amend the contract without appending special signatures, provided that it originates from those parties' accounts.

7 Impossibility to perform the interpreting service

7.1 The Supplier shall not be liable to the Client if the fulfilment of the Services supply contract is rendered impossible or excessively onerous due to events that impact the Supplier and are unforeseeable and/or not attributable to the latter. These events include the following natural events, for purposes of illustration (without limitation): fires, floods, earthquakes, acts of any public authority, explosions, accidents, wars, uprisings, sabotage, acts of terrorism, epidemics, national strikes, interruptions of supply (e.g. of electricity, telephone lines, internet or other means of communication, and other factors that are essential to the Services provision).

7.2 If the performance of the service and/or the fulfilment of any other obligation of the Supplier should be suspended for more than three consecutive months due to one or more of the aforementioned events, either party shall be entitled to terminate the contract without any liability whatsoever to the other party. The foregoing shall be without prejudice to provisions of Article 1672 of the Italian Civil Code.

8 Withdrawal

The Client may withdraw from the contract for the provision of interpreting services exclusively by notice in writing, including by ordinary e-mail, to be sent to the Supplier no later than thirty business days prior to the service start date, without application of penalties. If the Supplier receives the notice of withdrawal after the aforementioned deadline, irrespective of the reason for the cancellation, the Client shall pay the Supplier a penalty equal to half the agreed amount for the service where the Supplier receives the cancellation notice between ten and five business days prior to the service start date. If the Supplier receives the notice of withdrawal on the day before the service start date, the penalty shall be the full amount agreed for the service. The Supplier shall be paid the penalty amount within thirty days from the date when the Supplier requests same. The foregoing shall be without prejudice to the Supplier's right to seek compensation for any further loss incurred.

9 Early termination

9.1 The Supplier shall be entitled to immediately terminate the contract for the provision of interpreting services immediately, without liability, in the cases specifically provided for by these General Terms and Conditions and by law but also in the event that the Client's economic circumstances should change thus undermining its ability to meet its obligations, or if the Client is in any of the following situations (without limitation): is placed in liquidation, goes into bankruptcy or becomes subject to other insolvency proceedings, or is otherwise in a state of insolvency. In these cases, the Supplier shall be entitled to demand full payment in a single instalment of the amount which the Client still owes.

9.2 The Supplier will be entitled to have the contract terminated in advance or to have the contract revised if, during the contract performances, previously unknown elements of the contract should come to light, or if the Client is found to engage in acts or conduct contrary to Italian and/or international law and/or to the principles enshrined in the Italian Constitution. The Supplier will notify the Client of its decision, duly reasoned and justified, also by email. The reasons provided must be objective in nature. The Client, in this eventuality, shall have no claim against the Supplier and will be entitled only to the return of the material, if provided. The Supplier will be entitled to claim payment for the time it was engaged to provide the service that was legitimately interrupted by the impediment indicated in this Article.

10 Code of Conduct

The Supplier declares its membership of the main professional or trade associations such as Assindustria Veneto Centro Padova Treviso and Unilingue; it also declares

that it is a regular supplier of Assindustria Veneto Centro Padova Treviso and of Confindustria Belluno Dolomiti and that it is under an obligation to comply with the regulations, codes of conduct and with the reference Code of Ethical Conduct of the aforementioned Associations. It also declares to have a Code of Ethics as well as quality standards that may be consulted on the website www.sogetest.it.

11 External collaborations

11.1 The Client acknowledges and accepts that the Supplier uses outside collaborators (professional freelance interpreters and/or enlisted members of professional or trade associations) to perform services covered by the supply, and also all the best technologies that can facilitate the precise performance of the contractual obligations.

11.2 The Supplier guarantees that interpreters to whom assignments are entrusted are adequately trained and prepared, and it will be entitled to replace a selected interpreter, who is forced to withdraw from the assignment for serious reasons, with a colleague/colleagues of equal competence and merit, and subject to the same terms and conditions.

12 Checks / Inspections

The Supplier or interpreter assigned makes itself available, where necessary, to pre-inspect the location where the service will be provided in order to check that the premises - and, where applicable (e.g. for simultaneous interpreting) the positioning of equipment - are suitable, supplying information in order to facilitate the resolution of any logistical problems arising.

13 Fees and payments

13.1 Fees for the services and payment terms shall be agreed from time to time and shall be indicated in the Supplier's offer for each individual contract, but they are in line with the standard rates applied by the Supplier and accepted by the Client upon the signing of the Client Contract and Registration Form and any related attachments, save as otherwise agreed. The Supplier shall be entitled to request advance payments at the time the assigned is confirmed and/or, if deemed appropriate, at intermediate stages in view of the nature of the assignment. Time spent at briefings, days not worked which fall between interpreting work days, and also days spent on business trips shall be remunerated at 50% of the agreed daily fee for the service. Travel costs and board and lodging expenses shall also be reimbursed.

13.2 Unless otherwise agreed in writing, but always in compliance with law, the Supplier shall be sent all payments by bank transfer to the bank indicated by the latter.

13.3 If the fee is not paid, or not paid in full, at one of the predetermined payment deadlines, the Supplier reserves the right to charge the Client statutory interest until the date of the actual payment, without the need to send the latter a formal notice of default, without prejudice to the Supplier's other rights.

14 Guarantee; Complaints; Liability

14.1 The Supplier guarantees that the service offered is carried out in full compliance with industry standards by professionals of proven professional experience, who undergo ongoing qualification and control processes, also using the latest available technology as appropriate. Notwithstanding the foregoing, the Client acknowledges that the purpose of interpreting is to facilitate communication and that, in its very nature, interpreting cannot be deemed to be a completely faithful reproduction of the language interpreted from. Accordingly, the Supplier shall not be accountable for any errors or omissions that may occur during the interpreting Service, or for the content of the original spoken material or for the information on which it is based, or for any loss resulting from the use of the Service in question.

14.2 Any complaints pertaining to the interpreting service which point to breaches of or divergences from the contractual terms shall be sent to the Supplier, in written form, by registered letter with proof of receipt or by certified e-mail no later than seven business days from the ascertained date of the event in question, and must be objective in nature and indicate precisely the defects and shortcomings found. The Client shall forfeit any right, or right of action, related to the quality of the service, if it fails to promptly notify the complaint in good time.

14.3 If the Client's complaint is proven to be well-founded, the Supplier shall credit to the Client all or part of the agreed consideration for the Service in question, agreeing the relevant amount with the Client as appropriate. The Client undertakes not to seek any other resolution or legal remedy and, accordingly, it waives any legal action. In particular, any request to suspend the Service in progress shall require the Supplier's prior approval. In any case, the Supplier's liability - on any basis and for any reason whatsoever, contractual or non-contractual, including for direct and/or indirect loss incurred by the Client or third parties - shall not exceed the amount of the consideration agreed for the Service to which the Supplier's liability relates.

14.4 The Supplier accepts no liability arising from materials provided by the Client to facilitate the Services provision. The Client shall remain the sole party responsible for the content of such materials and shall indemnify the Supplier against any loss or adverse consequence incurred by the latter as a result of the foregoing. In any case, the Supplier reserves the right to refuse assignments if the materials provided by the Client are deemed to be illegal, unethical, inconvenient or detrimental to other's rights. Nor does the Supplier give any guarantee that additional results of any kind

will be achieved by providing the Services, other than those guaranteed by these General Terms and Conditions and/or by individual agreements that may be entered into with the Client.

14.5 In the event that the Client is not in good standing with its payments, or if the Client or third parties outside the Supplier's control have modified or intervened in the Services, or if detriment is caused as a result of breach of contract, fault or negligence on the part of the Client (for instance, if the Client requests a Service that diverges from its actual requirements) or of a third party not under the Supplier's control, then no guarantee of any kind shall apply, and the Supplier shall not be under an obligation to provide any services.

14.6 The Client shall not be entitled to suspend or delay payments if complaints are made, or to independently apply price reductions and/or offset any amounts which the Client is obliged to pay as consideration for the Services, against amounts claimed by the latter on any basis whatsoever.

15 Confidentiality

15.1 The Supplier and the Client both undertake to maintain the strict confidentiality of any information and documents exchanged between them, including information of a technical, technological, production, commercial, corporate, administrative, financial or business nature in general, and also to use such information exclusively in order to implement the interpreting services contract. The obligation of confidentiality shall not apply to information that is already in the public domain or that subsequently enters the public domain for reasons not attributable to the recipient party, as well as information whose disclosure is required by law or requested by the judicial authorities or other public authority.

15.2 The Supplier guarantees that its personnel involved in the provision of interpreting services formally undertake to observe the aforementioned confidentiality obligation. The interpreter, due to the intrinsic nature of this function, is subject to the strictest professional secrecy.

16 Recording and broadcasting

As a general rule, interpreting services are provided in order to be instantly and directly received by listeners. Any recording, or broadcasting of the interpreter's voice on radio, television, the internet, social media or other media shall require the interpreter's and the Supplier's prior consent. If the interpreting session is recorded, made available to the public or broadcast, the Client shall ensure that the communications medium in question (particularly in an internet broadcast) includes a statement describing the service as an interpreting service, states the type of interpreting (e.g. simultaneous interpreting) involved and indicates that the purpose of the interpreting is to facilitate communication and that the interpreting session should not be considered a completely faithful reproduction of the spoken material in question. The Client is also obliged to include a disclaimer clause by which the interpreter disclaims responsibility for any errors or omissions that may occur during the interpreting service, or for the content of the original spoken material or for the information on which it is based, or for any loss resulting from the use of the service in question.

17 Independence

The contracts for the provision of Services between the Supplier and the Client are entered into by parties who are fully independent. The Supplier is a commercial enterprise that provides Services with the organisation of the necessary means and resources, and with management at its own risk.

18 Disputes - Court of Competent Jurisdiction

The Court of Padua shall be vested with exclusive jurisdiction over any dispute between the parties relating to the interpretation, implementation and validity of the language services contract between the Client and the Supplier and for any matters involving that contract. In the event of a dispute, the parties are free to draw up a settlement agreement or to agree on a form of mediation to avoid judicial proceedings.

19 Reference to applicable rules

For any aspect not covered by these General Terms and Conditions, the laws and regulations of the country in question will apply and, in particular, the provisions of the Italian Civil Code pertaining to procurement contracts (Article 1655 et seq.). If a Client so requests, its general conditions may be applied provided that the Supplier has accepted them.

20 Final provisions

20.1 The individual contract for linguistic Services between the Client and the Supplier is finalised, identified, regulated, interpreted and defined through the Client Contract and Registration Form, any amendments thereto, subsequent expressions of the parties' intent and also by these General Terms and Conditions. Any previous verbal or written agreements between the Supplier and the Client pertaining to the same/similar subject matter, shall be deemed to be superseded, repealed and replaced. Subsequent contractual amendments shall be valid only if they are contained in a written document signed by the parties, explicitly referencing the contract being amended. No other or different contracts, agreements and

