

General Terms and Conditions

Nardò Technical Center

I. Nature and Scope

The General Terms and Conditions (hereafter “General Conditions”) determine the use of the test tracks and define the conditions for the services provided by Nardò Technical Center (hereafter “NTC”).

The execution of the general conditions does not create any obligation to NTC to provide the Customer with the facilities and services nor any obligation to the Customer to use it unless a specific contract (hereafter “service contract”) is concluded between NTC and the Customer.

The quotation becomes effective after the signature and the receiving of the purchase order and the Confirmation Form duly filled and signed. All documents have to be sent by the Customer to NTC sales department.

The quotations are valid for 30 days from the date of issue to the Customer.

These General Terms and Conditions shall apply to any quotation issued by NTC, and constitute an integral and essential part of it.

The Customer waives the application of any potential own General Terms and Conditions; such terms and conditions shall in any case be considered to be of no consequence between the parties.

II. Services Conditions

2.1 Facilities and Services availability

In order to access our proving ground, the signed Confirmation Form and purchase order must be submitted in advance.

NTC facilities and services are available for ordinary use on weekdays from 06:00 to 22:00 and in overtime use on Saturdays from 06:00 to 22:00 (subject to advance booking). Night use (from 22:00 to 06:00) and exclusive use of test tracks can be booked in advance by the Customer, providing that NTC activities and events allow for this.

The workshops are fitted with vehicle lifts, racking systems and workbenches. The workshop also includes an office area, equipped with telephone and data sockets and toilets.

The Customer may use the workshops for testing activities on their own vehicles at any time during the duration of the service contract.

Should NTC require additional equipment and services in order to carry out the activities set out in this document, NTC will make use of equipment or services provided by an outside supplier, which may include the support of external consultants or other third-party companies.

Respect of the general timings and the execution of the work as a whole with a work split between the Customer, NTC and Suppliers will not lead to complications in terms of service quality and/or time schedule requirements. Where complications not attributable to NTC affect service quality and/or time schedule requirements, the Customer will bear all consequences and compensates NTC for any additional efforts to recover the quality and timing plan.

The Customer is completely responsible for the entry and the permanence into NTC premises of its potential suppliers and contractors for the performance of working activities in the work spaces in question, and remains responsible for the above third parties for the duration of their visit. On entry, the Customer confirms to have verified that these companies are able to comply with national legislative provisions in force regarding health and safety at work, and that the above are not prohibited from carrying out working activities as a result of accidental events or offences committed. The Customer also undertakes to systematically monitor the work of these companies in order to check that this is carried out in full respect for the rules governing health and safety at work. The Customer will not hold NTC in any way responsible for accidents at work that may result from the activities carried out by these companies, and assumes the complete civil and criminal responsibility for anything that may happen as a result of this work.

2.2 Material, Data and Information

All the material, data and information required by NTC will be provided by the Customer in accordance with the time schedule defined. The Customer vehicles validation, planning, testing standards, components and equipment must comply with applicable laws on safety and with environmental requirements.

When the tests have been completed and before leaving the technical center, the Customer material can be stored at NTC. To this end, the form "Storage and conservation of Customer materials" must be completed, listing the various items to be stored (the test car, tyres, waste oil, air and oil filters, brake pads, etc.). If disposal of any material is required to be carried out by NTC, the Customer must explicitly request this in writing, submitting this to NTC Customer Services team with an indication of the type of material to be disposed of. This material must be rendered unusable (e.g. by cutting tyres, breaking brake pads etc.,) and placed outside the workshop. NTC will arrange disposal of the above in accordance with the applicable regulations and laws, at the expense of the Customer. Test fuels owned by the Customer must be stored in the dedicated area for fuel storage drums, and all storage costs will be charged to the Customer. The maximum storage period is six months.

2.3 Communication

The communication flow between the Customer, NTC and/or partners is effective and does not lead to time delays.

All communication, reporting and meetings will be conducted in English.

2.4 General Services

The general services are those which support the Customer activities, and are essential to the proper management of the same. The general services are mandatory, and will be charged, where applicable, as specified in section III of this document.

(1) Safety Trainings

The safety trainings introduced by NTC to further promote the highest safety standards on site, are required for all users of the NTC.

These trainings will instruct each user of the NTC about the safety rules and regulations regarding each of the structures and tracks, in order to ensure a safe environment for everyone who is present at NTC. These rules and regulations include:

- NTC general rules
- Description of the tracks
- Rules for safe use of test facilities
- What to do in an emergency
- Operating instructions for some test devices (e.g. Tags, radios, flashing lights)

Once the course has been attended, and the test on the above-mentioned topics has been passed, participants will receive the **Proving Ground Usage License**, allowing them to use NTC facilities.

There are two different levels of training:

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

Course planning will be coordinated with the Customer team leader so that testing activities are not interrupted. The Proving Ground Usage License (PGUL) team will be responsible for organizing the courses.

(2) General services to support Customer activities:

- First Aid interventions
- Customer assistance
- Meteorological data
- Track control
- Communications
- Support for safe management
- Support for shipping and receiving materials

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

(4) Mobile Reanimation Unit (CRM)

The above mentioned service has to be used in the following cases:

- Car Circular Track - Exclusive use
- Handling Track - Exclusive use
- Motorcycle activities on Handling Track

2.5 Optional services

Optional services must be ordered by the Customer in addition to and separately from the activity requested. NTC will offer these additional services in accordance with the planning documents sent by the Customer.

(1) NTC drivers

Upon Customer request, NTC can provide support from professional drivers for the various activities (i.e. endurance and reliability testing). The specific requirements and skills of the testers are established by NTC in accordance with Customer needs. The service includes:

- Support of professional NTC drivers (in accordance with skills and requirements)
- Use of NTC test plates (only when tests are performed by professional NTC drivers)

N.B.: With NTC test plates, vehicles are insured on the test tracks and on public roads outside of NTC.

- Documentation relating to testing activities after each session, in the standard NTC format or in the preferred Customer format, where the latter has been previously shared and agreed.

(2) Turn-Key services

NTC can offer various turn-key services (comprehensive management and execution of tests), in the following areas, among others:

- Data acquisition and assessment of vehicle performance parameters
- Durability and reliability test on the component and vehicle levels
- Vehicle dynamic tests
- Homologation tests
- Comparative analyses (benchmarking)
- Validation tests

(3) Activity on the 3rd shift

NTC can provide 3rd shift activities on the test track, with an additional charge for the presence of NTC staff.

2.6 Booking Deadlines

The Customer must comply with the following **maximum** booking deadlines before the arrival in NTC:

Service Description	Maximum booking deadline
Confirmation Form delivery	10 working days before the date of arrival at NTC
Confirmation Form updates	3 days before the date of arrival at NTC
Handling Track Motorbike sessions	within October of the year before
Car Circular Track 1 hour exclusive session booking	1 week before within Wednesday
Car Circular Track weekend exclusive session booking	within October of the year before
Tracks in extraordinary use weekend	within Wednesday of each week
Handling Track slick and semi slick session	1 month before the date of the test
Mud Road	1 week before the date of the test
Water Wade (normal)	2 days before the date of the test
Pergola Water Spray (normal)	2 days before the date of the test
Pergola Water Spray (salty water)	1 week before the date of the test
Vehicle Climatic Chamber	1 week before the date of the test
Activity on the 3rd shift	Within Wednesday 12:00 a.m. of the week before the testing date.
NTC Driver request	Within Wednesday 12:00 a.m. of the week before the testing date.
Mobile Fuel Station	1 week before the date of the test
Special fuel acquired by NTC	1 month before the date of the test
Fuel refrigerator booking	2 week before the date of the test
Fork Lift service for special fuel drums	within 16:00 of the day before
Fork Lift service weekend	within Wednesday of each week

Services are confirmed according to availability and any pending request.

III. Payment and Charging Conditions

3.1 Entrance Fees

(1) Personnel entrance fee

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

- Up to 10 people
- from 11 to 20 people
- from 21 to 30 people
- over 30 people

(2) Vehicles entrance fee

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

3.2 Test Tracks Charging Procedure

(1) **Circular Track** charging procedure:

a) Circular Track charging procedure - general rules:

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

b) Circular Track charging procedure - exclusive use:

The charge is calculated according to the exclusive rate for the first car, while for the second (and subsequent) cars, the overtime rate is used. In case of joint use of the track by several Customers during the exclusive weekend session, the hours charged at the exclusive rate will be divided in accordance with the proportion of use of each of the orders. In case of joint use during the exclusive midweek session, each Customer will be charged for a minimum of 30 minutes at the exclusive rate.

(2) **Dynamic Platform, Off Roads, Special Surfaces** charging procedure:

a) Dynamic Platform, Off Roads, Special Surfaces charging procedure - general rules:

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

b) Dynamic Platform, Off Roads, Special Surfaces charging procedure - exclusive use:

The charge is calculated according to the exclusive rate for the first car, while for the second (and subsequent) cars, the overtime rate is used. In case of joint use of the track by several Customers during the exclusive weekend session, the hours charged at the exclusive rate will be divided in accordance with the proportion of use of each of the orders. In case of joint use during the exclusive midweek session, each Customer will be charged for a minimum of 30 minutes at the exclusive rate.

(3) **Handling Track** charging procedure:

a) Handling Track charging procedure for cars – regular use:

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

b) Handling Track charging procedure for cars - exclusive use:

The exclusive rate will be used for each order which uses the track. In case of joint use of an exclusive session by several Customers, the hours will be divided equally for each order.

c) Handling Track charging procedure for motorcycle:

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

d) Common rules for test activity charging (cars and motorcycles) on the Handling Track:

The charge of the Handling Track usage starts as soon as the entrance place (first barrier is reached, and ends on the exit from the same. As such, the time spent by vehicles in the entrance place and/or in any of the boxes within the entrance place is charged.

e) Rules for usage of the Handling Track during weekends and public holidays:

The Customer requests to use the Handling Track by signing and submitting a specific form on the Wednesday before the testing date, indicating the date and hours of use. In case of failure to use (or partial use) of the track (charging hours less than the hours requested), charges will nonetheless be made in accordance with the signed schedule.

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

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

3.3 Cancellations

The charging procedure applied on cancellation of the Facilities and Services, will be governed as follows:

(1) Cancellation of Facilities and Services:

Service Description	Cancellation deadline	Full Tariff charge	Reduced tariff charge
Circular Track exclusive use weekend	less than 30 days before test date	X	
Circular Track exclusive use on weekdays	within the day before the test		X
	in the test day	X	
Dynamic Platform exclusive use	less than 30 days before test date	X	
Handling Track exclusive use	less than 45 days before test date	X	
Mud Road	within 2 days before the test	X	
Water Wade	within the day before the test	X	
Pergola Water Spray	within 2 days before the test	x	
Vehicle Climatic Chamber	within the day before the test	X	
Fuel refrigerator	within the day before the test	X	

(2) Cancellation of 3rd shift activities

In cases where 3rd shift activities are cancelled or not used, NTC will charge the full rate anyway.

(3) Cancellation of NTC driver:

In cases where cancellations or changes are made with regard to booked test driver NTC will charge these resources at the full rate under **non-used personal drivers**, unless the above are otherwise engaged.

3.4 Reimbursable Expenses

The following items will be submitted to the Customer for prior approval. All reimbursable expenses will be marked up by 20% for administrative expenses.

- All deliveries of parts/vehicles from the Customer to NTC and from NTC to the Customer as well as operating/working material supplied by NTC during the course of the service contract.
- Allowances for any additional traveling expenses (i.e., air fares, transportation, hotel accommodation, per diem) which might be incurred by NTC personnel in the course of the service contract by traveling to the Customer supplier(s) or other locations if required. All planned expenses shall be submitted to the Customer for approval prior to any business trip. If the Customer does not reject the request for approval within 10 working days, the traveling expenses can be regarded as approved. Such costs shall be calculated on the basis of NTC's Traveling Expense Schedule for employees.
- Any costs, such as accommodation, subsistence costs, traveling expenses, insurance costs, etc., incurred in conjunction with the Customer's own personnel, or the personnel of any of the Customer's suppliers or subcontractors being delegated to visit or to temporarily work in NTC or attend tests.

3.5 Payment Conditions

NTC invoices at work progress on a monthly base. All facilities and services will be invoiced on the basis of the current price list.

The Customer shall pay all NTC invoices 30 days upon the invoice data, to a bank account designated by NTC, unless otherwise agreed with the Customer. The invoice amount is not offset by any credits or claims to any title. The invoice payment cannot be suspended or delayed to any title or reason.

NTC will charge an interest rate of 9% for late payment of an invoice amount after expiry of the due date, determined as the rate of default interest rate pursuant to article 5 of Italian Legislative Decree no. 231/2002.

3.6 Cost Matching and Facilities Availability

The hourly rates of the test tracks, structures and costs for general services within the duration of the service contract may be subject to modification in the case of extraordinary interventions, such as new asphalt on the test tracks, extraordinary maintenance and facilities implementation, adjustment of workshops and offices. In case of extraordinary interventions as above indicated and for the duration of them, NTC may change the planning of the tracks availability. NTC will send an appropriate notice to the Customer with the indication of the track involved in the extraordinary intervention, the constructions start date, the duration, and the estimated date of the track reopening for the activity restart. The fulfillment of the time schedule for the work execution of extraordinary interventions can't be guaranteed by NTC. Where complications affect time schedule requirements, NTC will bear to eliminate them as soon as possible. In any case, no costs arising from the breach of the time schedule or related warranty and/or liability aspects will be charged to NTC.

IV. General Condition

4.1 Warranty and Liability

The Customer represents and warrants to carry out the activities provided in the service contract in compliance with the relevant law and the regulation applicable in health and safety matter. The Customer shall not take or permit to be taken any action which would expose NTC to any liability and penalty as a result of failure to comply with such laws and regulations. In any event, the Customer shall defend, indemnify and hold NTC harmless from and against any and all claims, damages, losses, penalties, cost and expenses arising from or related to any breach of the health and safety matter laws and regulations. Such indemnity obligation shall survive the termination of the service contract.

The Customer states that it has valid and effective liability insurance, for possible damages suffered by both (i) its employees and staff as well as any third party (inclusive NTC's employees and auxiliaries) and (ii) the premises of NTC in connection with the implementation of the service contract; this insurance must include an express waiver of recourse clause, pursuant to Article 1916 of the Italian Civil Code.

In case of accident on the test track, the Customer has to pay the damage for the loss of turnover due to the activity stop in addition to the damages suffered by the facilities and the consequent restore costs. The loss of turnover will be calculated applying to each hour of activity stop the price of the track in exclusive use.

NTC states that it has valid and effective liability insurance for the Customer test vehicles driven by NTC drivers, provided the vehicles have test vehicle registration plates (if requested; see optional services). The insurance, that has a maximum coverage of € 150.000,00, covers damage to the vehicle during driving (but it does not cover damage to parts and/or test components). All damages

sustained will be paid for in accordance with the amount released by the insurance company, net of the € 2.500.00 excess.

The vehicle tests on NTC tracks are carried out exclusively by professional drivers of the Customer or upon the Customer's request by professional drivers made available by NTC. Therefore, the service contract does not constitute a dangerous activity in the meaning of the Italian law and the parties herewith expressly agree that the services under this service contract do not fall within the provisions of article 2050 of the Italian civil code. In case NTC provides the professional test drivers as part of the services according to the provisions of clause 3.3.1 of this service contract any liability of NTC due to negligence and/or willful misconduct of such drivers is herewith expressly excluded.

Safe the above provision, NTC's liability for damages suffered by the Customer deriving from the total or partial non-fulfillment as well as the late fulfillment of NTC's obligations according to the service contract, also due to the acts of NTC's auxiliaries, is limited to willful misconduct and gross negligence. NTC and the Customer herewith expressly agree that such limitation applies also for any liability of NTC arising from unlawful acts (fatti illeciti), inclusive of those of NTC's auxiliaries.

In any case NTC's liability against the Customer for:

- (1) indirect damages such as for example suspension or termination of agreements among the Customer and its suppliers and or clients, payment of contractual penalties or damages in accordance to provisions of agreements entered into by the Customer; and
- (2) loss of profit; and
- (3) non-financial loss such as for example image-damage

is herewith expressly excluded.

Any liability of NTC deriving from the interruption and/or suspension of the services provided according to the service contract due to maintenance work is herewith excluded.

The Customer expressly agrees to indemnify and hold NTC harmless from and against any and all claims for compensation and/or reimbursement (compensation of any kind, damages, reimbursement, refunds, etc.,) required by the Customer or formulated in any way by third parties (visitors, employees, associates, partners or any natural and legal person present on site or successors/ assignees) for damages of any nature in connection with or arising from the contract and/or from injury , whatever the duration, outcome and consequences thereof, regardless of the cause of the accident to anyone, and of any other person or element involved, even in cases of gross negligence and/or unlawful acts (fatti illeciti), on behalf of NTC and/or their partners. In addition, the Customer also agrees to indemnify and hold NTC harmless from any liability for claims that may be submitted under any guise by third parties for acts attributable to NTC, or by guests, associates, employees or agents in any way connected to the aforementioned third parties, companies and people present on site in any capacity and who have been subject to any form of prejudice.

With specific reference to the use of the Facilities, the Customer declares and confirms:

- that he has seen the condition of the Facilities, that the latter corresponds to his requirements; the Customer also releases NTC from all pecuniary and non-pecuniary losses that may derive from incidents caused by the condition of the track and the facilities;
- that he acknowledges his full and exclusive responsibility for the custody and safekeeping of any items brought into NTC (including vehicles) by the undersigned or by his guests, collaborators, employees or assistants thereof and that he therefore assumes full responsibility for the use of such items into NTC, and undertaking to pay compensation for any loss or injury caused directly and/or indirectly to persons or property by himself or by guests, collaborators, employees or assistants thereof with no exceptions whatsoever, either on the track or in the adjacent areas and buildings;
- that he has received a copy of the Safety Booklet, that he has read it and unconditionally accepts the rules on behavior and all the internal regulations and precautions to be observed by anyone using the Facilities; that he will promptly and rigorously follow all the directions and instructions given by track management and track personnel;
- undertakes itself, on behalf of all guests, collaborators, employees and assistants, to respect the rules of conduct during the test session, as specifically mentioned in the Safety Booklet (of which the Customer confirms receipt) although these rules are not exhaustive with regard to the safe conduct to be observed when using the Facilities;
- declares that, in consideration of the information and declarations above, the vehicles/motor vehicles to be used are perfectly suited to the tests to which the undersigned intends to subject them; that all guests, collaborators, employees and assistants made all the checks according to the legislative decree 81/2008, confirms that all guests, collaborators, employees and assistants possess a valid driving license, releasing NTC from all and any responsibility for any physical problems that may arise during the session;
- agrees that – assuming all and any civil, administrative and criminal liability towards third parties or others deriving from failure to observe this provision – no other person who has not been authorized by NTC will be permitted to enter into the Testing Center;
- with reference to the use of the tracks, agrees that guests, collaborators, employees and assistants will be instructed to make a warp-up lap of the Facilities and with reference to the tracks they will be instructed to drive the first lap at a low speed to familiarize themselves with the track and hereby confirms that the continuation of the test session after the second lap is automatic confirmation that the structural conditions on the tracks and the atmospheric one have been verified in person by the Customer;
- acknowledges awareness of the fact that NTC will suspend the session where needed – as soon as possible but with no obligation or responsibility with regard to the timeliness of the intervention – in order to clear the track surface and eliminate any obstacle that could

impede the regular conduct of the test session, without however guaranteeing its continuation;

- confirms that full attention will be paid on behalf of guests, collaborators, employees and assistants of the Customer to events on the Facilities, and that the presence of any obstacles will be noted in order to report these to other drivers and to the Track Management team; always according to the rules on behavior and all the internal regulations and precautions to be observed by anyone using the Facilities.
- confirms full awareness of the fact that exhaust noise must not exceed the limits established by local regulations on noise pollution, and agrees to interrupt the test immediately if the limit is exceeded, even just once;
- will endeavor to ensure that all guests, collaborators, employees and assistants keep their track passes with them at all times, and that all parties are aware of the legal consequences for Customer guests, collaborators, employees and assistants if these passes are given to a third party;
- indemnifies NTC, its personnel and all track marshals in any case, with regard to any events that could cause injury to the undersigned, or to guests, collaborators, employees and assistants thereof, or damage to their equipment or property as a result of the test session. To all intents and purposes, the undersigned hereby waives any action, claim or recourse of any kind relating to or arising from the above events;
- In the event of a false declaration, in accordance with legislative decree no. 443 of 28/12/00, Presidential Decree no. 444 of 28/12/00 and Presidential Decree no. 445 of 28/12/00, the undersigned confirms that Nardò Technical Center s.r.l. shall be released from all liability; this confirmation is extended to guests, collaborators, employees and assistants and their successors.
- The Customer also commits to ensuring that all guests, associates, employees and assistants entering the track sign handwritten disclaimer statements, pursuant to the stipulations above.

4.2 Patent Rights

No patent rights regulations are applicable.

4.3 Withdrawal and Termination

The Customer has the right to withdraw from this service contract where it is considered that service contract outcome is likely to be negative, or where other unforeseen events, determined by technical or economic factors, have arisen in the course of the development works which serve to reduce the Customer's interest in continuing the work. In such cases, the Customer can communicate this intention to NTC by an e-mail addressed to commerciale@porsche-nardo.com,

instructing the latter to desist from carrying out further work. In the above case, the withdrawal is effective from the date of communication.

Where the right to withdraw is exercised under the terms of the preceding paragraph, NTC will be entitled to payment in full for all work carried out up to the date of communication of the withdrawal. If the service contract is terminated for any reason other than the breach of contract on the part of NTC or the occurrence of a force majeure event, the latter will also be entitled to compensation for all unavoidable costs incurred by NTC during the course of the service contract, as well as all costs previously incurred with external suppliers which could not be halted in time, in addition to the costs pertaining to internal resources reserved for the execution of the contract, provided that the latter cannot be reused for the execution of other service contracts.

4.4 Confidentiality

The Customer and NTC agree to hold the service contract confidential and to keep all acquired information and knowledge restricted until these are publicly known and/or state-of-the-art. This agreement is extended to the information and knowledge of the Customer on site and to the third parties that may have access to such information.

The Customer agrees not to publish or use the name NTC (neither in writing nor verbally) in connection with the service contract without the expressed written consent of NTC and vice versa.

Before entering in NTC the Customer has to:

- declare and leave the following devices (they will retrieve them on return): photo cameras, video cameras and other image capturing devices
- present cell phones with integrated camera in order to cover their lenses with adhesive labels
- declare any laptop to the NTC Security Staff who provides to the registration of the serial number and to obscure any webcam.

Before taking picture or video, the Customer has to be authorized by the NTC Security Reception and the security personnel has to be present during the video/photo shooting in order to check each photo and video.

Prior to commence any test activities, the Customer shall communicate and deliver to NTC, by email or other system indicated by NTC, the names and personal data of its employees, agents and/or drivers who will access the tracks. In this regard, the Customer undertakes to collect and treat the personal data of its employees, agents and/or drivers in compliance with Legislative Decree no. 196/2003 (hereinafter referred to as "Privacy Code") being the Customer the data controller of such data according to articles 4 paragraph 1 letter f) and 28 of the Privacy Code. In particular the Customer undertakes to: (i) duly submit to the above indicated subjects the relevant information pursuant to article 13 of the Privacy Code and (ii) obtain their written consent for the treatment of such personal data and their transfer to NTC according to articles 23 and 24 of the Privacy Code.

Therefore, the Customer undertakes to indemnify and hold NTC harmless against any claim by any employee, agent, driver and/or in general any person who acts on behalf the Customer for the purpose of the service contract in relation to any violation of the provisions of the Privacy Code related to the treatment of their personal data by the Customer.

According to the Italian Legislative Decree 231/2001 ('Decree') concerning the administrative liability of companies for crimes committed by its directors and/or employees, NTC on its own initiative has adopted a Model of Organization, Management and Control ('Model') and an Ethical Code. The Customer represents and warrants that it is aware of the contents of the Model and the Ethical Code, adopted by NTC pursuant to the Decree, and has imparted and implemented instructions to its directors, employees and/or consultants with the aim of preventing commission, including the attempted commission, of activities punished by the provision of the Decree, instructions which shall be implemented for the entire duration of the service contract.

The Customer acknowledges and agrees that failure to comply, whether partial or total, with the statements and commitments above will necessarily result in the dissolution of the service contract, which entitles NTC to terminate the contract, giving written notice containing a brief description of the circumstances leading to this by registered letter. If NTC should terminate the service contract in accordance with the above-mentioned provision, the Customer is not entitled to compensation and/or reimbursement of any nature.

4.5 Miscellaneous

NTC has achieved the Environmental Certification according to UNI EN ISO 14001:2004 and as such it is constantly oriented to prevent any environmental impact and safety issue that may arise in carrying out the activities required. NTC is committed to seek solutions with the least environmental impact possible in the provision of its service.

4.6 Jurisdiction and Applicable Law

The Court of Lecce (Italy) shall have exclusive jurisdiction for any action for the validity, effectiveness, interpretation, execution, dissolution of the contract between NTC and the Client, also referring to any damages' claims.

If any details are not defined in this document, the provisions of Italian law are applicable.

4.7 Further Agreements

The service contract includes, as essential part, the following documents:

- General Terms and Conditions
- Confirmation Form
- Quotation
- Price list
- Customer's purchase order

The service contract shall be carried out on the terms and conditions of this document, provided that the Customer issues a formal purchase order and the Confirmation Form prior to the start of the program stating its acknowledgment of these terms and conditions.

Date: _____ Customer Stamp and Signature: _____

Pursuant to the provisions of articles 1341 and 1342 of the Italian civil code, the Customer hereby explicitly approves clause 3.5 "Payment Conditions", 4.1 "Warranty and Liability", 4.4 "Confidentiality and Safety" and clause 4.6 "Jurisdiction and Applicable Law" of this document.

Date: _____ Customer Stamp and Signature: _____