



GENERAL TERMS AND CONDITIONS OF PURCHASE AND/OR SUPPLY OF GOODS AND/OR SERVICES

We hereby invite you to read carefully these General Terms and Conditions of Purchase and/or Supply of Goods and/or Services (hereinafter “General Terms and Conditions”) before signing any contract of supply of Goods and/or Services with Juventus. By carrying out any supply of Goods and/or Services, these General Terms and Conditions are deemed to be fully accepted with no exceptions whatsoever.

ARTICLE 1 – DEFINITIONS

1.1 In the context of these General Terms and Conditions the following expressions shall have the meanings ascribed to them below:

- (i) “Juventus” means Juventus Football Club S.p.A. (VAT NO.: 00470470014), with registered office in Turin, Via Druento, 175, 10151, which makes a Purchase Order to purchase Goods or obtain Services from the Supplier;
- (ii) “Supplier” means the natural or legal person who, in the context of its business, enters into a contract of sale and/or supply of Goods and/or Services with Juventus.
- (iii) “Goods” means any tangible and/or intangible goods or any other goods relating thereto, including - but not limited to - manuals, analyses, drawings, graphs, reports, data, documentation, etc. that are the subject of a Purchase Order;



- (iv) “Services” means any provision or set of assistance, consultancy, maintenance or other services covered by a Purchase Order;
- (v) “Conformity with the Agreement” or “Conforming to the Agreement”, with reference to the Goods and/or Services, means:
 - a) the existence of all the characteristics, performance levels, quality and quantity indicated and/or referred to in the Purchase Order, in any Specifications of the Goods and/or Services or other annexes referred to therein, as well as, in any case, all those required by law and in accordance with the best industry standards;
 - b) the suitability for the particular intended use and/or result indicated and/or referred to in the Purchase Order as well as in any Specifications of the Goods and/or Services or other annexes referred to therein and, in any event, that customarily required for goods and/or services of the same type as the Goods and/or Services;
 - c) the existence of all qualities and performances indicated by the Supplier, in whatever form, in its communications;
 - d) the conformity of the Goods and/or Services and of the processes for their development and/or production with all legal provisions, including but not limited to those applicable to safety, health and environmental protection, food safety and hygiene, product liability and other applicable or expected regulatory requirements;



- e) the absence of interference with industrial or intellectual property rights, copyright or other rights of third parties; and
 - f) the absence of any manifest or hidden defects or flaws.
- (vi) “Defect” or “Defective” means any non-conformity of the Goods and/or Services with respect to one or more of the indices of Conformity with the Agreement listed in point (iv) above.
- (vii) “Purchase Order” means the order for the purchase of Goods and/or supply of Services issued by Juventus to the Supplier, containing the elements specified in more detail in Article 3.1, as well as the provisions of these General Terms and Conditions, which form an integral and essential part thereof for all intents and purposes, as well as the provisions or indications of any Specifications of the Goods and/or Services if expressly referred to therein (as defined below).
- (viii) “Specifications of the Goods and/or Services” means any document referred to in the special conditions of the Purchase Order, in which the specific technical and/or aesthetic and/or qualitative characteristics and/or performance levels and/or mode of performance and/or warranties required and/or the specific purpose of use or result that Juventus intends to obtain from the Goods and/or Services are set forth.
- (ix) “Juventus’ Intellectual Property” means:



- a. all distinctive signs, including - but not limited to - trademarks (registered and unregistered), commercial name, sign, company name, colour combinations, slogans, anthems, emblems, domain names and nicknames;
- b. copyrights (filed and unfiled);
- c. patents, patent applications (including the right to apply for a patent), utility models;
- d. ornamental models and designs (registered and unregistered);
- e. know-how, trade secrets;

and any other intellectual and/or industrial property right and/or copyright owned by or otherwise belonging to Juventus and/or which in any case the public may associate with Juventus in good faith.

- (x) “Party” or “Parties” means the company Juventus Football Club S.p.A. and/or the Supplier of Goods and/or Services that enter into a contract in accordance with these General Terms and Conditions.

1.2 In these General Terms and Conditions, terms defined in the singular form shall also be understood to be defined in the plural form, and vice versa. Terms defined in the masculine form are also understood to be defined in the feminine form, and vice versa.

ARTICLE 2 – SCOPE OF APPLICATION



2.1 These General Terms and Conditions apply to all contracts concluded by means of Purchase Orders, to which they are annexed and form an integral and substantive part thereof. They shall also apply to all contracts concluded digitally or by conduct implying an intent. If the Purchase Orders only concern the purchase of Goods, the provisions of these General Terms and Conditions relating to the provision of Services shall not apply and, conversely, if the Purchase Orders only concern the supply of Services, the provisions relating specifically only to the purchase of Goods shall not apply.

2.2 These General Terms and Conditions, together with the special conditions and annexes referred to (e.g. the Specifications of the Goods and/or Services) in each individual Purchase Order, are the only ones that govern the sale and/or supply of Goods and/or Services to Juventus and they supersede and cancel any other different agreement and/or clause present and/or included and/or referred to in any proposal and/or offer and/or order confirmation and/or other documentation produced and/or transmitted by the Supplier. Otherwise, a specific contract shall be signed between the Parties regulating, in a manner that differs from these General Terms and Conditions, the terms and conditions of sale/supply of the Goods and/or Services. In such case, for the sale/supply of the Goods and/or Services, the provisions of the specific contract signed between the Parties shall apply and prevail and for all matters not expressly regulated therein, these General Terms and Conditions, which constitute an annex thereto and form an integral and substantial part thereof, shall apply.

ARTICLE 3 – PURCHASE ORDERS



- 3.1** Purchase Orders shall be issued in writing and shall contain the information, references and annexes necessary for the performance of the contract such as, but not limited to, the description of the Goods and/or Services, identification code (if any), quantity, price, delivery date, place of delivery, duration of the Service, consideration, payment terms, references to applicable standards, specifications and requirements and/or any Specifications of the Goods and/or Services if expressly referred to therein.
- 3.2** If Juventus does not receive the Purchase Order signed by the Supplier for acceptance, the performance of the Order by the Supplier shall be deemed, in any case, as acceptance of the Purchase Order and of any special conditions contained therein or referred to in the Specifications of the Goods and/or Services, as well as of these General Terms and Conditions.
- 3.3** Contracts concluded following written acceptance of Purchase Orders and/or based on the performance thereof, as well as receivables arising from them, may not be assigned, even partially, by the Supplier, without the prior written authorisation of Juventus. In the event of authorised assignment, the Supplier shall remain jointly and severally liable with the assignee towards Juventus for the proper performance of the contractual obligations.

ARTICLE 4 - PRICE, PAYMENT TERMS AND INVOICING

- 4.1** In return for the delivery and/or supply of the Goods and/or Services and for the assignment to Juventus of all relevant rights (including those of intellectual property and/or copyright for the commercial exploitation of everything covered by the Purchase Order, with no limits on time and/or territory), Juventus undertakes to pay the Supplier the consideration indicated in the



relevant Purchase Order in force between the Parties. The consideration specified therein shall always be deemed to be all-inclusive.

4.2 The agreed consideration, as set out in the Purchase Order, is fixed. Changes of the consideration on the basis of any cost variations or any changes requested by Juventus are excluded unless they are expressly and specifically agreed upon in writing.

4.3 Without prejudice to what is expressly stated in the Purchase Order, the consideration shall be paid only upon Juventus' prior receipt of a valid and accurate invoice from the Supplier, by means of payment by bank transfer, within sixty (60) days - or thirty (30) days for perishable food products - starting from the end of the month in which the invoice is received.

4.4 In the event of breaches attributable to the Supplier for which the Parties have agreed the application of liquidated damages, Juventus shall be entitled to deduct, depending on the event that has occurred, the amount equal to the liquidated damages as specified in Article 7.7. below or, if otherwise indicated in the special conditions of the Purchase Order, the amount of penalties agreed therein, thus offsetting it against any amount due to the Supplier, without prejudice to compensation for greater damages suffered by Juventus.

ARTICLE 5 - DEVELOPMENT, PRODUCTION AND SUPPLY

5.1 The Supplier warrants that, in the development and/or production and/or supply of the Goods and/or Services, all tests, checks and approvals necessary to verify, certify and guarantee Conformity with the Agreement and the intended use of the Goods and/or Services have been performed (or - where necessary - will be performed).



5.2 In the event of the purchase of Goods, where specifically requested in writing, the Supplier shall submit a sample of the Goods for Juventus' written approval prior to starting production and/or supply.

5.3 The Supplier warrants that, for the production and/or supply of the Goods and/or Services, suitable labour, personnel, materials, means and production processes of control and testing will be used to guarantee, at all times, the delivery and/or provision to Juventus of Goods and/or Services Conforming to the Agreement and, in any case, in compliance with all applicable laws and regulations and with the best standards of safety and environmental protection considering the nature of the Goods and/or Services.

5.4 Changes to the Goods or to the terms/methods of Services provision are not permitted unless they have been communicated and expressly authorised in writing in advance by Juventus. Additional Services or changes made without the prior written authorisation of Juventus may not be invoked as a basis for any economic claim by the Supplier.

ARTICLE 6 - AUDITS AND INSPECTIONS

6.1 The Parties agree that Juventus has the right to verify directly and/or through duly appointed third parties, at any time, without the need for the prior consent or agreement of the Supplier, the performance of the activities covered by the Purchase Order as well as the quality and efficiency of the Goods and/or Services rendered, also by carrying out inspections at the Supplier's premises. If the audit or inspection cannot be carried out immediately for proven reasons, the Supplier shall endeavour to enable this to take place as soon as possible and in any



case within a reasonable time frame. The audit/inspection does not exempt the Supplier from liability for any flaws, non-conformities or Defects that may subsequently emerge.

ARTICLE 7 - TERMS AND CONDITIONS FOR DELIVERY OF GOODS AND/OR PROVISION OF SERVICES

7.1 The Goods and/or Services shall be delivered at the place, by the deadlines and in the manner set forth in the Purchase Order or agreed upon in writing and/or in the Specifications of the Goods and/or Services, complying with the necessary technical procedures, the applicable regulatory provisions, as well as the necessary safety measures.

7.2 If the Supplier requires certain information for the supply of the Goods and/or Services or anomalies occur, the Supplier shall take steps to obtain from Juventus the documentation and/or information necessary to ensure the correct performance of its obligations, failing which, any such gaps or anomalies shall not justify the omission or incorrect performance of its obligations.

7.3 The marking, packaging, labelling, identification, shipment, transport and delivery of the Goods and/or provision of the Services must be carried out in a professional manner and in accordance with Juventus' instructions and logistical processes, as well as in full compliance with the applicable laws. The Supplier shall be liable to pay compensation for any damage resulting from any delay, loss or damage due to insufficient and/or unsuitable marking, packaging, labelling, identification or shipment or failure to comply with the aforementioned instructions or logistical processes of Juventus.



7.4 The deadlines or schedules for delivery of the Goods and/or provision of Services communicated by Juventus and indicated in the relevant Purchase Order are binding and, with respect to them, delays or early deliveries are not permitted, unless, in the latter case, the early delivery and/or supply is agreed in writing with Juventus. Any transport conditions other than those indicated in the Purchase Order shall not be permitted and, if applied to the carrier, shall not be applicable in the contractual relationship between Juventus and the Supplier. In this regard, the Supplier declares that it is aware of the irrevocable nature of the transport conditions as well as the deadlines and/or schedules for delivery of the Goods and/or provision of the Services and undertakes to use the utmost diligence in order to ensure (i) strict compliance with the delivery or performance terms indicated in the Purchase Order or in the Specifications of the Goods and/or Services, or those that are communicated in writing by Juventus and (ii) the quality and Conformity with the Agreement of the Goods and/or Services sold and/or supplied to Juventus. If the Supplier fails to comply with the above, it hereby accepts to hold Juventus completely harmless and indemnified with reference to any damage that Juventus may suffer in this regard and from any penalty and/or liquidated damages and/or claim for damages that may be charged and/or imposed on Juventus for the delay in delivering the Goods or providing the Services and/or for the non-conformity of the Goods and/or Services supplied with the expected quality and the Conformity with the Agreement. The Supplier's indemnity obligations and Juventus' right to compensation shall continue to apply and be valid until any potential claim or cause of action against Juventus is time-barred.



7.5 Without prejudice to the Supplier's liability in the event of failure to comply with the agreed delivery deadlines of the Goods or supply of the Services and without prejudice to the application of the provisions of Article 7.7 below, the Supplier shall promptly inform Juventus if it foresees unavoidable difficulties that may hinder its ability to deliver the Goods or supply the Services on time and with the required quality, giving an indication of the potential impacts and the respective actions taken.

7.6 Unless previously agreed in writing between the Parties pursuant to Article 7.3 above, if an early delivery of the Goods is offered, Juventus shall have the right, at its own discretion, not to accept and/or to return to the Supplier, at the latter's expense and risk, the Goods received prior to the agreed deadline or to retain them, with the right to charge the Supplier for the cost of custody and storage. In the event of refusal, the Supplier shall be obliged, at its own expense and risk, to deliver the Goods again on the agreed dates at no cost or expense to Juventus. In any case, the payment terms shall only start to run from the date originally agreed for the delivery and/or supply.

7.7 In any case of delay in delivery/provision, not due to force majeure, Juventus shall, without prejudice to its right to compensation for greater damages suffered, be entitled, alternatively, to:

- (a)** demand the performance of the Purchase Order, in whole or in part, and charge the Supplier the agreed liquidated damages, the amount of which, unless otherwise indicated in the special conditions of the Purchase Order, shall be equal to 0.5% of the purchase and/or



supply price, net of VAT, of the quantities not delivered and the services not rendered by the agreed deadline, for each of the first three days of delay, and equal to 1.5% for each day of delay thereafter; and/or

(b) terminate the contractual relationship with immediate effect in accordance with the law pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by merely notifying the Supplier thereof.

7.8 The Supplier shall supply the Goods and/or Services in a professional manner, with its own organisation of means and personnel, by means of its own capital and with management at its own risk, using qualified personnel having adequate professional expertise who shall work under the exclusive organisation and direction of the Supplier, observing the precautions and the level of diligence expected of a professional operator in the sector.

7.9 The Supplier is expressly prohibited from entrusting the supply of Goods and/or Services to third parties in whole or in part, except with the prior written authorisation of Juventus.

7.10 In the case of authorised sub-supplying/sub-contracting of Goods/Services, the Supplier (i) shall not however be released from its contractual responsibilities and from compliance with these General Terms and Conditions and shall remain jointly and severally liable with the sub-supplier/sub-contractor; ii) shall guarantee and ensure that all commitments it has undertaken towards Juventus are also undertaken by the sub-supplier/sub-contractor, if any; iii) shall be obliged to pay in favour of any sub-suppliers/sub-contractors the consideration for the supply of the contracted Goods and/or Services, undertaking to indemnify and hold Juventus harmless



from any request for payment by any sub-suppliers/sub-contractors or their representatives. Under no circumstances may the use of sub-suppliers/sub-contractors lead to any increase in the consideration agreed between the Parties and under no circumstances shall Juventus be liable for any default by the Supplier with regard to its payment obligations towards any sub-suppliers/sub-contractors. The sub-supplier/sub-contractor is expressly prohibited from subcontracting in turn the subcontracted activity, even on a partial basis.

The Supplier shall in any case fully indemnify and hold Juventus harmless from all possible economic consequences arising from the non-fulfilment of the obligations under this Article. The Supplier's indemnity obligations and Juventus' right to compensation shall continue to apply and be valid until any potential claim or cause of action against Juventus is time-barred.

7.11 The Supplier warrants the conformity of the Goods and/or Services with reference to the quantities both in relation to what was agreed in the Purchase Order and to what was declared in the transport document. If, upon receipt, the quantity of the Goods and/or Services does not comply with the Purchase Order, Juventus, without prejudice to the rights under Article 7.7 above, where the deformity involves a delay, shall have the following rights at its own discretion:

- (a)** to reject the part of the shipment/provision found to be in excess or, at its discretion, the entire shipment/provision found to be deficient, and if the Supplier does not collect it immediately, it shall be entitled to reship it at the Supplier's expense and risk;
- (b)** to demand that the Supplier immediately ships/provides the missing quantity/service and/or, in the event that the entire shipment/provision is rejected, carries out a new



shipment/provision, it being understood that any additional burden or expense for the urgent supplementation of the missing quantity/service or, in any case, the regularisation thereof shall be borne solely by the Supplier.

7.12 Claims by Juventus for the exercise of the rights provided for in this Article shall be communicated to the Supplier within 30 days from the discovery of the deformity in quantities, or within a different time limit if agreed in writing between the Parties.

ARTICLE 8 – DOCUMENTATION

8.1 Goods shipped must always be accompanied by the transport document, which must state the transport conditions and the number of Juventus' Purchase Order and/or Supply Order and any other data that Juventus reserves the right to request.

8.2 The Supplier undertakes to hand over the documentary archive of the usage and maintenance manuals and warranty certificates of the sold Goods, as well as any other documentary archive relating to concepts, ideas, analyses carried out, design, project specifications, architecture, test procedures, methodologies, guidelines, user manuals, drawings, graphs, spreadsheets, diagrams, tables, mock-ups, versions, etc., drawn up and/or developed and/or acquired in the course of and for the purpose of the sale and/or supply of the Goods and/or Services.

8.3 Invoices must be addressed to Juventus Football Club S.p.A., Via Druento, 175 - 10151 Turin, VAT no. 00470470014, and must be sent via SDI A4707H7 and indicate the Juventus number of the Purchase Order and/or Supply Order, the number of the Transport Document, the



description of the Good and/or Service and any and all other indications that Juventus reserves the right to request.

8.4 Juventus shall make payment as provided for in Article 4 above or in any case in the manner and by the deadline established in the Purchase Order and/or Supply Order, subject to receipt of the documents pursuant to Articles 8.1, 8.2 and 8.3 and any further documents required in the Purchase Order and/or Supply Order, duly filled in and signed.

ARTICLE 9 - WARRANTIES

9.1 The Supplier warrants that the Goods and/or Services delivered/supplied are fully Conforming to the Agreement and, in any case, free from Defects. The warranty shall be valid for a period of 24 months from the date of acceptance of delivery and/or supply, unless otherwise agreed upon in writing between the Parties or provided for by law.

9.2 Acceptance of delivery and/or supply and/or payment of the Goods and/or Services cannot in any case be considered as acceptance of the Goods and/or Services by Juventus, nor as acknowledgement of their Conformity with the Agreement and/or lack of Defects thereof. Any other indication on any document of the Supplier, including transport documents, (even if signed by Juventus and/or its representatives) shall be null and void.

9.3 With reference to Defects, and by way of exception to Article 1495 of the Italian Civil Code, Juventus shall report to the Supplier any defects discovered within 30 days of their discovery (meaning certain knowledge of the existence of the defect and/or non-compliance with the law and the Supplier's responsibility for the same) and not from the delivery of the Goods and/or



Services. The report may be transmitted by Juventus, at its choice and discretion, including also only by e-mail.

9.4 In relation to defects or non-Conformity with the Agreement found during the period between the delivery of the Goods and/or Services and the expiry of the warranty as per Article 9.1, Juventus, without prejudice in any case to the right to compensation for greater damages, shall have, at its own discretion, the following rights:

- (a)** to require the Supplier to immediately repair/replace the Goods and/or Services found to be Defective with Goods and/or Services Conforming to the Agreement;
- (b)** to independently arrange for the repair of the Goods and/or Services with expenses and costs, including transport costs, to be borne by the Supplier, which undertakes to pay them upon mere request by Juventus;
- (c)** to terminate, with immediate effect, the contractual relationship with the Supplier pursuant to and for the purposes of Article 1456 of the Italian Civil Code by merely notifying the Supplier pursuant to and for the purposes of these General Terms and Conditions.

Warranty claims under this Article shall be communicated to the Supplier within 30 days of discovery of the defects (meaning certain knowledge of the existence of the Defect and/or non-compliance with the law and the fact that these can be attributed to the Supplier).

9.5 The Supplier represents and warrants that the Goods sold and/or Services provided to Juventus do not infringe third party rights, including any intellectual property rights and/or copyrights,



warranting to the Supplier that it has already obtained all necessary licences, authorisations and permits for this purpose. In the event of any claims by third parties, the Supplier undertakes to promptly settle any and all claims, holding Juventus and its successors-in-title fully indemnified and harmless - without prejudice to Juventus' right to terminate the contract and take action to obtain compensation for all damages suffered.

9.6 It is understood that the Supplier shall be liable for:

- (a)** damages resulting from the supply/provision of the Goods and/or Services not Conforming to the Agreement;
- (b)** damage to persons or property that may be caused to Juventus, its personnel and third parties by the Supplier and its employees involved in performing the Services,

and it undertakes to hold Juventus harmless and indemnified against any claims made against it in this regard.

Without prejudice to the provisions of the above paragraphs, the Supplier's indemnity obligations and Juventus' consequent right to compensation shall continue to be valid and effective until any potential claim or cause of action against Juventus is time-barred.

10 PERSONNEL EMPLOYED IN THE SALE/SUPPLY OF THE GOODS/SERVICES

10.1 With respect to the sale and/or supply of the Goods and/or Services, the Supplier represents and warrants for itself and for any sub-suppliers/sub-contractors, to use suitably qualified and/or specialised personnel, who are insured with special liability and accident insurance



policies, and with whom it has an employment and/or collaboration relationship, in compliance with the applicable regulations. The Supplier warrants to strictly comply with the laws, national and territorial collective bargaining agreements and the relevant applicable regulations, both as regards the remuneration of the aforementioned personnel, on a legal and economic basis, and as regards welfare, insurance, social security, compulsory contributions, safety at work and accident prevention, also undertaking to indemnify and hold Juventus harmless from any action, request or claim made for any reason, even by third parties, regarding the employment relationship, or any accidents at work that are in any way connected with the sale and/or supply of the Goods and/or Services.

- 10.2** The Supplier warrants, for itself and for any sub-contractors, the application to the personnel, in whatever capacity employed in the sale and/or supply of the Goods/Service, of remuneration that shall not be lower than and shall conform to that provided for by the collective bargaining agreements relating to the specific industry, signed by the most representative trade unions.
- 10.3** In the event of the supply of Services at Juventus premises, the Supplier shall provide Juventus - prior to performing the contract - with the names of the personnel in charge, even if appointed by sub-contractors, their tax identification numbers, a copy of their registration in the Single Employment Register (*Libro Unico del Lavoro*), a valid identity document, and the residence permit for work reasons in the case of non-EU personnel. Similarly, prior to performing the contract, the Supplier shall make available in advance the Certificate of Social Security Compliance (*D.U.R.C.*), copies of the insurance policies referred to in Article 13.9 and receipts



for payment of the relevant premiums. Without prejudice to the foregoing, the Supplier warrants to Juventus that, for the supply of the Services during events and/or sporting events, the personnel employed by the Supplier are not the recipients of measures pursuant to Article 6 of Italian Law no. 401 of 13 December 1989, or have not been convicted, during the last five years, including with a non-final judgment, for offences committed at or as a result of sporting events.

10.4 Having regard to the joint and several liability in contracts for the supply of Services and the penalties envisaged for the principal in the event of failure by the Supplier and/or sub-contractors to comply with remuneration, social security and safety obligations relevant to them, the Supplier shall deliver to Juventus, at the latter's discretionary request, and within five days of the request, appropriate documentation and evidence to prove the fulfilment by the Supplier and/or the sub-contractors of all the aforementioned obligations during the period in which the contract for the supply of Services is valid and effective, and in particular the following documentation:

- Certificate of Social Security Compliance (*D.U.R.C.*);
- Single Tax Compliance Certificate (*D.U.R.F.*), where required by law;
- Single Employment Register (*Libro Unico del Lavoro*) showing the regularity of the employment relationship;
- Suitability of workers to perform the Services pursuant to Italian Legislative Decree no. 81/2008;



- Attendance register or document recording the hours worked by each worker;
- Documentation proving the regular payment, during the period in which the contract for the supply of Services is valid and effective, of the remuneration pertaining to individual workers, by means of bank transfer, bank draft or other element that objectively proves the remuneration payment as shown by the Single Employment Register (*LUL*);
- Documentation proving the regular payment, during the period in which the contract for the provision of Services is valid and effective, of the social security and welfare contributions due to individual workers (including, where applicable, the application of the regulations pertaining to workers in the performing arts);
- Documentation proving the regular payment to the competent bodies, where applicable, of deferred remuneration.

10.5 Juventus may, lawfully and without in any way compromising the continuity of the supply of the Services, suspend the payment of the consideration accrued and accruing in the event of failed submission of the appropriate and complete evidence under Article 10.4 above; this in all cases in which Juventus receives, whether directly or indirectly, requests for payment or claims that are in any way connected to the joint and several obligations towards the Supplier and/or sub-contractors deriving from the contract for the supply of the Services, or in the event of inspection bodies' assessments of a breach by the Supplier for which Juventus is jointly and severally liable.

10.6 Should the provision of the Services take place at the premises of Juventus and the amount of the Purchase Order exceeds the thresholds envisaged by Article 17 *bis* of Italian Legislative



Decree no. 241/97, the Supplier undertakes to notify Juventus - by attaching the relevant certification (D.U.R.F. issued according to the methods and format envisaged by the Italian Tax Agency - Tax Agency Measure 54730/2020) - that the requirements set forth in paragraph 5 of Article 17 *bis* of Italian Legislative Decree no. 241/97 have been met, on the last day of the month preceding the withholding tax payment due date. Should this not be the case, the aforementioned article and the corresponding obligations shall apply.

10.7 The Supplier shall, in any case, fully indemnify and hold Juventus harmless from all possible economic consequences deriving from the non-fulfilment, both by the Supplier itself and by third parties it may appoint, including any sub-contractors, of all obligations under this Article 10.

It is understood that the Supplier's indemnity obligations specified in this Article 10 and Juventus' right to compensation shall continue to be valid and effective until any potential claim or cause of action against Juventus is time-barred.

11 INTELLECTUAL PROPERTY

11.1 Juventus' Intellectual Property and confidential information disclosed by Juventus to the Supplier for requirements connected to the performance of the sale and/or supply of the Goods and/or Services are and shall remain the exclusive property of Juventus, and shall be used by the Supplier solely for the purpose of performing the Purchase Orders, according to Juventus' instructions.



11.2 The Supplier also undertakes not to reproduce or copy Juventus' Intellectual Property and/or Juventus' confidential information, except within the limits expressly required by the performance of the sale and/or supply of the Goods and/or Services and/or in any case only when authorised in writing by Juventus and in any circumstances (as regards the confidential information) not to transmit or disclose its content to third parties - with the exception of its employees and/or sub-contractors and/or sub-suppliers to whom such transmission and/or disclosure is necessary for the performance of the sale and/or supply of the Goods and/or Services, only to the extent strictly necessary and provided that such employees and/or sub-contractors and/or sub-suppliers are bound by the same confidentiality obligation.

11.3 If the Supplier is requested by Juventus to affix or reproduce on goods or on package, accompanying documentation, packaging, etc., trademarks, other distinctive signs, designs, models, titles or other elements of Juventus' Intellectual Property or in any case originating from Juventus, the Supplier undertakes to always indicate that these elements are the property of Juventus (where the latter has not already done so), and will carry out such affixing or reproduction only in accordance with the instructions provided by Juventus and only on products or goods to be supplied and delivered to Juventus or to third parties that are expressly indicated by Juventus. The Supplier acknowledges that the aforementioned affixing or reproduction does not, under any circumstances, constitute a licence for use. Upon the end of supplies and/or sales intended for Juventus, the Supplier shall be required to transfer to Juventus or, at the latter's request, destroy (always at its own expense, and providing Juventus



with evidence from an impartial third party proving such destruction), any specific material or equipment for the reproduction and/or affixing on the goods of the above-mentioned elements.

11.4 In the event of a breach of the above obligations, without prejudice to Juventus' right to terminate the contract in accordance with these General Terms and Conditions and to take action for compensation for greater damages, the Supplier undertakes to pay Juventus an amount by way of liquidated damages that is equal to the sale and/or supply price for each Good and/or Service bearing one or more of the distinctive or aesthetic elements or other element of intellectual or industrial property referred to above and sold or supplied or, for any reason, transferred or delivered to third parties by the Supplier.

11.5 Juventus' Intellectual Property and confidential information disclosed by Juventus to the Supplier in connection with the performance of the contract of sale and/or supply of Goods and/or Services, as well as any information, documents in general and other data that are communicated in writing (whether on paper or digitally) or verbally by Juventus to the Supplier in relation to Purchase Orders, are and shall remain confidential and the Supplier undertakes to ensure that the same are used only for the purposes of performing the sale and/or supply to Juventus of the Goods and/or Services and are not disclosed to third parties. In particular, the Supplier undertakes not to use Juventus' Intellectual Property for the purpose of advertising its own activity and/or contractual relationship with Juventus (for example Juventus shall not be indicated as a commercial partner of the Supplier on the latter's website or social media channels).



11.6 In relation to the provision of Services, in return for consideration, the Supplier assigns and/or transfers to Juventus, which acquires, full ownership and all intellectual property rights and economic exploitation rights (including copyright) relating to the Services rendered, as well as relating to all materials and/or content created within the scope of the Services (including any design, artwork, layout, format, text, slogan, catchphrase, logo, diagrams, video, audio, photos, know-how) for the maximum term provided for by law and with no limitations on territory and/or category and/or use.

11.7 The Supplier acknowledges that any invention, discovery, result, development and/or innovation conceived, designed and/or developed as part of the activities indicated in the contract for the sale and/or supply of Goods and/or Services shall be the exclusive property of Juventus, and that the remuneration agreed between the Parties is inclusive of the consideration for such activity and for the transfer of any related rights. To this end, the Supplier undertakes - also on behalf of its own employees and collaborators (including any sub-contractors and/or sub-suppliers) (without prejudice to the moral right of authorship) and even after the termination of the relationship under the contract signed -, to implement and/or have implemented by its own employees and/or collaborators (including any sub-contractors and/or sub-suppliers), where necessary, all activities for the attribution to Juventus of the economic and moral rights deriving from these inventions, discoveries, results, developments and/or innovations. Furthermore, it undertakes to sign the deeds of assignment or the various documents that may be required by the applicable regulations for the full recognition of the ownership and exclusive title of these rights to Juventus.



11.8 The Supplier therefore undertakes not to claim any rights in relation to the aforementioned industrial and intellectual property, and to hold Juventus harmless and indemnified against any demand and/or claim and/or request that third parties, including its own employees and/or collaborators, may make with reference to their claimed industrial or intellectual property rights or of any other nature interfering with the production, provision, sale or use of the Goods and/or Services. In such events, the Supplier shall promptly and directly settle all matters with the third party.

12 TERMINATION FOR BREACH AND WITHDRAWAL

12.1 Without prejudice to any further claims and subject to any additional cases of termination envisaged by these General Terms and Conditions and/or the Specifications of the Goods and/or Services in the Purchase Order and by law, Juventus shall be entitled to terminate, in its own right, the contractual relationship deriving from the Purchase Order, at any time, by giving written notice addressed to the Supplier to be sent by certified email (PEC) and/or registered letter with acknowledgement of receipt, indicating its intention to invoke this express termination clause pursuant to Article 1456 of the Italian Civil Code without the need for court intervention, in the following cases:

- in the event of a breach of Articles 7.9 and 7.10 concerning subcontracting and/or sub-supplying of Goods and/or Services;
- in the event of a violation of legal and/or contractual regulations concerning the personnel employed;



- in the event of an infringement of the intellectual property rights of Juventus and/or third parties;
- in the event of a breach of workers' health and safety obligations;
- loss of effectiveness of the Supplier's insurance policies;
- breach of confidentiality obligations.

12.2 Juventus also reserves the right to withdraw without giving any prior notice from any supply and/or purchase relationship existing with the Supplier in the following cases:

- application for or declaration of bankruptcy, arrangement with creditors or other insolvency proceedings against the Supplier;
- liquidation of the Supplier;
- winding-up, assignment, merger, incorporation, transformation of the Supplier;
- lease and/or assignment of the business unit underlying the activities covered by the contract of sale and/or supply of the Goods and/or Services;
- change of the Supplier's governing body;
- legal proceedings against the Supplier or its corporate bodies that could jeopardise the good name of that company;
- occurrence of circumstances harming the Supplier's creditworthiness or a deterioration of the Supplier's financial status;
- the enactment of laws or regulations affecting the services covered by the contract of sale and/or supply of Goods and/or Services.



12.3 Juventus reserves the right to terminate the contractual relationship arising from the Purchase Order, at any time and at its own discretion, by giving written notice addressed to the Supplier by means of certified email (PEC) or by registered letter with acknowledgment of receipt, with a minimum notice period of three months. In such a case, the Supplier shall be entitled to pro rata payment of the agreed remuneration until the effective date of withdrawal, on the basis of the Goods and/or Services actually supplied, excluding any further indemnity, reimbursement or compensation.

13 SAFETY AND INSURANCE

13.1 The services covered by the contract of sale and/or supply of Goods and/or Services shall be performed in full compliance with all the applicable regulations, including those of a local nature, concerning safety, accident prevention and hygiene at work and, in any case, in safe and hygienic conditions at all times. The Supplier undertakes to transmit to Juventus, prior to the commencement date of the Services and when these are provided in places held legally by Juventus pursuant to the law, the following:

- (i) Certificate of Registration with the Chamber of Commerce, Industry, Agriculture and Crafts (CCIAA);
- (ii) Self-certification that the requirements of technical and professional suitability pursuant to Article 47 of Italian Presidential Decree no. 445 of 28 December 2000, have been met.

13.2 The Supplier is obliged to comply with, and also to ensure any authorised sub-contractors to comply with, the protection and safety measures set forth in Italian Legislative Decree no. 81 of



2008, as amended and supplemented, and is generally obliged to strictly comply with the laws, regulations, prescriptions in force and anything else pertaining to the contract of sale and/or supply of Goods and/or Services, both in relation to the manner of performing the Services and/or sale of the Goods, and in relation to its employees. By way of example but without limitation, the Supplier warrants that:

- all personnel employed in the provision of the Goods and/or Services have received adequate information, education and training pursuant to Articles 36, 37 of Italian Legislative Decree no. 81/08, as subsequently amended (general, specific, etc.), the State-Regions Conference Agreement on work equipment of 22 February 2012, as subsequently amended, and the same shall receive adequate information and training with respect to their specific duties and the risks associated therewith;
- the personnel employed have undergone and will undergo the necessary medical examinations to establish their suitability for the duty for which they are employed;
- the same personnel have been and will be specifically trained and instructed in the correct approach to possible emergency situations (fire, first aid, etc.);
- the personnel employed will be provided with all personal protective equipment and all equipment and appliances necessary for the work to be performed;
- it will issue to Juventus before the beginning of the Services supply the name(s) of the person(s) in its company, with the specific duties, who are appointed to perform the duties pursuant to Article 97 of Italian Legislative Decree no. 81/2008.



- pursuant to Article 70 of Italian Legislative Decree no. 81/2008, all work equipment used by the Supplier shall comply with the specific legislative and regulatory provisions transposing the EU product directives.

Therefore, it shall be liable for any infringements and bear any and all costs, charges and/or penalties arising from the failure to comply with the aforementioned regulations, hereby undertaking to hold Juventus harmless and indemnified.

13.3 Should the Services supply take place at the premises available to Juventus, the Supplier acknowledges that Juventus has adopted:

- (i)** its own Health and Safety Management System (HSMS) according to the UNI EN ISO 45001 standard aimed at improving the health and safety conditions of workers and workplaces;
- (ii)** an Environmental Management System according to the UNI EN ISO 14001 standard aimed at respect and continuous improvement of environmental conditions;
- (iii)** an Event Sustainability Management System according to the ISO 20121 standard aimed at ensuring sustainable management of “Match Day” events at its Stadium;
- (iv)** a Quality Management System according to the UNI EN ISO 9001 standard for the Medical Sector.

and undertakes for itself and any sub-contractors to share their contents, to operate in full compliance with the instructions given by the Juventus Prevention and Protection Service, being



available for verifications and audits in matters of safety at work by managers appointed by Juventus.

13.4 If the Supplier performs all or part of the services in areas owned or held by Juventus (e.g. in the case of installation), the Supplier shall contact the company in advance in order to agree together an Operative Safety Plan (*Piano Operativo di Sicurezza, "P.O.S."*) and, where necessary, a Safety and Coordination Plan (*Piano di Sicurezza e Coordinamento, "P.S.C."*) for the activities to be performed in the facilities owned or held by Juventus.

13.5 In the case specified in the above paragraph, the Supplier shall be required to carry out a careful and thorough on-site inspection of the areas where the activities are to be performed, together with a Juventus supervisor, and to sign the relevant joint inspection report. During the on-site inspection, the work areas affected by the performance of services shall be established and delimited in order to define any markings and signs. The services will be performed by the Supplier with its own organisation of means and personnel, without there being any dependence and/or subordination ties to Juventus. The Supplier shall therefore have full freedom and power to organise its activities in the manner it deems most appropriate, subject to strict compliance with the provisions of the Single Interference Risk Assessment Document (*D.U.V.R.I.*), pursuant to Article 26 of Italian Legislative Decree no. 81/2008 or the Safety and Coordination Plan (*P.S.C.*) pursuant to Article 100 of Italian Legislative Decree no. 81/2008, complete with the file pursuant to Article 91 of Italian Legislative Decree no. 81/2008, for the cases envisaged. If, pursuant to Article 26 of Italian Legislative Decree no. 81/2008, it is



necessary to identify the costs related to the safety measures carried out specifically in connection with the Services, including the costs aimed at eliminating or, where this is not possible, minimising the risks in terms of health and safety at work deriving from the works interference (the “Safety Costs”), these shall be specifically indicated in the consideration specified in the Purchase Order or in the Specifications of the goods or Services.

- 13.6** The Supplier shall ensure that its personnel and any sub-contractors, where sub-contracting has been authorised, are prohibited from accessing facilities, departments and places other than the one where the work is to be carried out, and shall enforce, where required, a specific entry and exit route.
- 13.7** Without prejudice to anything else provided for in these General Terms and Conditions, in any case of breach by the personnel employed by the Supplier and/or any of its sub-contractors, of the safety regulations, as well as the provisions of this Article, Juventus shall be entitled, without the Supplier being able to object, to: (i) order the Supplier to suspend the service until the breach has ceased; (ii) order the removal of the personnel employed involved, in any capacity, in the breach committed. The inability to perform the Services due to the Supplier’s non-compliance with safety regulations shall not exempt the Supplier from liability for non-performance (including any delay) in providing the Services for which it is responsible.
- 13.8** The Supplier shall be liable for any penalties and, in general, for all costs, charges and/or damages caused by its own employees or collaborators and/or the personnel of any sub-contractors, which are connected with and/or a result of the failure to comply with the



provisions of this Article, hereby undertaking to hold Juventus harmless and indemnified. The Supplier's indemnity obligation and Juventus' right to compensation shall remain valid and effective until any potential claim or cause of action against Juventus is time-barred.

13.9 The Supplier accepts the obligation to take out, at its own care and expense, with a leading insurance company, a third party civil liability (RCT) policy, an employer's liability (RCO) policy, and any further specific policies pertaining to the Services supplied (by way of example cyber policy for IT services) with adequate coverage limits to cover all possible risks connected to the subject matter of the service and to provide a copy thereof to Juventus. The insurance coverage shall be effective for the entire term of the contractual relationship with Juventus and shall provide for unconditional coverage even in the event of failure or delay in payment of the sums due as premiums by the Supplier and the express waiver by the insurer of any right of recourse or claim against Juventus and its employees and collaborators. In the event of a claim, any deductibles and/or excesses and/or risks not covered by the policy warranties shall in any case be deemed to be undertaken by the Supplier.

14 ENVIRONMENT AND SUSTAINABILITY

14.1 The Supplier, in order to fulfil the environmental obligations while performing the sale and/or supply of the Goods and/or Services in favour of Juventus, undertakes to comply with the provisions of Italian Legislative Decree no. 152/2006, as amended and supplemented, on environment and waste disposal, as well as to read the Organisation, Management and Control Model indicated in Italian Legislative Decree 231/01, the Code of Ethics and the Environmental



Policy of Juventus as adopted by the latter and available on the company website: www.juventus.com. It is understood that the Supplier shall be considered the producer of the waste originating from its activities with the consequent assumption of all burdens and responsibilities under the law.

- 14.2** In any event, Juventus reserves the right to request from the Supplier the appropriate documentation to prove compliance with the aforementioned environmental regulations.
- 14.3** In the case of sub-contracting expressly authorised by Juventus, the Supplier shall remain liable to Juventus for the proper fulfilment of any and all of the environmental obligations by its sub-suppliers.
- 14.4** The Supplier's failure to comply with its environmental obligations or any irregularities detected by Juventus pursuant to this Article shall entitle Juventus to terminate the contract pursuant to and in accordance with Article 1456 of the Italian Civil Code, by giving written notice to the Supplier, without prejudice to the right to compensation for damages.

15 CONFIDENTIALITY

- 15.1** Both Parties acknowledge that these General Terms and Conditions, together with the special conditions from time to time expressed in each individual Purchase Order and/or Specification of the Goods and/or Services, are strictly confidential and may not be disclosed to third parties without the prior written consent of both Parties.



- 15.2** The Parties also undertake to keep strictly confidential and not to disclose to third parties any data, knowledge, information or material, whether of a technical, scientific, commercial or other nature, of which they have become aware and/or which has been provided under the contract, including, but not limited to, data, information and material concerning the other Party, its organisation, business, structure, business policies or practices, or information and materials that is part of the know-how of each Party, its partners, distributors and suppliers, as well as any notes, business plans, financial plans, documents, including, but not limited to, material covered by intellectual property rights and/or trade secrets (“Confidential Information”), using the utmost diligence.
- 15.3** Any confidential information that is or will be communicated in any form by Juventus to the Supplier shall be kept secret by the same, shall not be disclosed to third parties and shall be used solely and exclusively for the performance of the contract. The Supplier, without prejudice to its liability, undertakes to ensure that its employees and collaborators do not disclose or use confidential information in any way whatsoever.
- 15.4** In accordance with the terms and conditions of confidentiality as stated above, the Supplier is prohibited from communicating in any way, whether directly or indirectly, with the press or other media, and from providing them with any type of documents or information whatsoever. It is also prohibited to disclose to third parties the circumstance of being vendors and/or suppliers of Juventus and in general having contractual relations therewith.



15.5 It is understood that the aforementioned confidentiality obligations shall survive the termination of contract, for whatever reason. Juventus shall be entitled to request the Supplier to return or destroy any document or material containing or referring to the Confidential Information.

16 PROCESSING OF PERSONAL DATA

16.1 Juventus informs, pursuant to Articles 13 and 14 of the EU Regulation 2016/679 on the protection of personal data (“General Data Protection Regulation” or, in short, “Regulation”) that the data transmitted for the purposes of the contract, including the name and contact details of the internal contact persons responsible for managing the contract, the contact details of the persons in charge of performing the contract, including, but not limited to, the titles, telephone numbers, e-mail addresses, as well as any personal data of the legal representatives (hereinafter “Data Subjects”), shall be processed in accordance with the Regulation and the domestic law as well as any measures issued by the Supervisory Authority (Italian Data Protection Authority), where applicable.

16.2 Purpose of and legal basis for processing The processing of personal data is carried out by Juventus for purposes connected with the establishment, management and performance of the contractual relationship, including, by way of example, compliance with legal and regulatory obligations (e.g. tax and accounting obligations, obligations deriving from occupational health and safety regulations), administrative contract management, including the management of



payments and invoices; handling of any disputes; internal controls (safety and security, quality of services, asset integrity), management control, certification.

In order to process the personal data for the above-mentioned purposes, it is not necessary to acquire the specific consent of the Data Subjects, as processing is carried out on the legal basis laid down in Article 6(1)(b) of the Regulation.

16.3 Storage of personal data Data will be stored in accordance with the applicable personal data protection regulations for as long as is necessary to fulfil the above-mentioned purposes. The data required to fulfil the civil and tax obligations shall be stored for the entire term of the contract and also following its termination, in compliance with said obligations (for example, the statutory obligation to store invoices and company documentation for at least 10 years as required by Article 2220 of the Italian Civil Code).

16.4 Communication, dissemination and transfer of personal data. Without prejudice to the communications carried out in order to fulfil statutory and contractual obligations, data may be communicated by Juventus to collaborators and consultants, third parties that perform outsourcing activities on the company's behalf (such as trusted external parties to whom the company entrusts certain activities, or part of them, functional to the sale and/or supply of the Goods and/or Services or whose activity is connected, instrumental or supportive to that of the company) whenever this is necessary, to public bodies and administrations in the context of any public tenders if necessary, as well as to persons legally entitled to receive such information, Italian and foreign judicial authorities and other public authorities, for purposes related to the



fulfilment of legal obligations, or for the fulfilment of obligations undertaken and arising from the contractual relationship, as well as for defence purposes in court proceedings.

Within the context of the company's organisational structure, the data shall be processed by authorised persons acting under the authority of the data controller, duly instructed by such data controller, mainly using electronic and manual systems in compliance with the principles applicable to the processing of personal data pursuant to Article 5 of the Regulation, in such a way as to guarantee security and confidentiality.

Personal data shall not be disseminated. Data shall not be transferred outside the European Union. However, should it be necessary, due to specific requirements linked to the location of the servers where the company's data are stored, to transfer the data to countries outside the European Union, including countries that do not offer adequate protection, the data controller undertakes to guarantee adequate levels of protection and safeguards, even of a contractual nature, in accordance with the applicable regulations, including the signing of standard contractual clauses (a list of the countries located outside the European Union or outside the European Economic Area to which the data is transferred and copies of the commitments undertaken by the third parties in the context of such clauses may be requested from the Data Protection Officer).

16.5 Rights of the Data Subjects. With respect to the processing of the data described herein, Data Subjects may exercise the rights provided for by the Regulation (Articles 15-21), including the rights to:



- (i) receive confirmation of the existence of their personal data and access its content (right of access);
- (ii) update, amend and/or correct their personal data (right of rectification);
- (iii) ask for erasure or restriction of the processing of any data processed in breach of the law including data whose storage is not necessary for the purposes for which the data were collected or otherwise processed (right to be forgotten and right to restriction);
- (iv) object to the processing (right to object);
- (v) lodge a complaint with the Supervisory Authority in the event of a breach of the personal data protection provisions;
- (vi) receive a copy of the data concerning them in electronic format and request that such data be transmitted to another data controller (right to data portability).

The Data Subjects may forward any requests concerning to the exercise of their rights to the following e-mail address: privacy@juventus.com.

Data Subjects may also lodge a complaint with the Supervisory Authority in the event of a breach of personal data protection rules, in the manner and forms provided for by current regulations. All relevant information and forms are available on the website www.garanteprivacy.it and can be accessed via the following link: <https://www.garanteprivacy.it/home/modulistica-e-servizi-online>



16.6 Identity and contact details of the Data Controller and contact details of the Data Protection Officer. The Data Controller is Juventus Football Club S.p.A., with registered office at Via Druento, 175 – 10151 Turin, Italy in the person of its *pro tempore* Legal Representative. A Data Protection Officer (hereinafter “DPO”) has been appointed, who can be contacted at privacy@juventus.com.

16.7 Appointment of Personal Data Processor. In case of supply of Services, if the Supplier, while performing the Services, carries out processing operations on personal data owned by Juventus, the personal data processing on behalf of Juventus shall be regulated by a specific agreement whose contents are defined in accordance with Article 28 of the Regulation (“Data Processing Agreement”) by which Juventus appoints the Supplier as Data Processor.

The Data Processing Agreement governs, pursuant to Article 28 of the Regulation, the nature and purpose of the processing, the subject matter and duration of the processing, the type of personal data and the categories of data subjects, the Data Processor’s obligations and the rights and obligations of the Data Controller.

In providing the Services, the Supplier undertakes to: (i) comply with the applicable laws and principles on the protection of personal data set forth in the Regulation and any other related legislation, of which the Supplier declares to be well aware; (ii) comply with the instructions given by Juventus under the Data Processing Agreement and (ii) ensure full compliance of the processes of personal data processing and the collection of consents (where carried out on



behalf of Juventus) with the provisions of the Data Processing Agreement and the directives and instructions that will be provided by Juventus even following the signing thereof.

17 CODE OF ETHICS, 231 MODEL, PREVENTION MODEL AND SAFEGUARDING POLICY

- 17.1** The Supplier declares that it is aware of and has acknowledged the provisions of Italian Legislative Decree no. 231 of 8 June 2001 (the “Decree”) and undertakes, in the performance of its obligations under the Purchase Order, to always act in accordance with the provisions of such Decree.
- 17.2** The Supplier declares that it has been informed by Juventus that Article 7(5) of the FIGC Statute requires sports clubs participating in national championships to adopt organisation, management and control models conforming to the Guidelines issued by the FIGC Federal Council, suitable for preventing the performance of acts contrary to the principles of loyalty, fairness and probity in all relations.
- 17.3** The Supplier declares that it has been informed by Juventus that, with Official Announcement no. 87/A, having regard to Resolution no. 255 of 25 July 2023 of the CONI National Board and Legislative Decree no. 39 of 2021, the FIGC has required all its affiliated sports clubs to adopt an Organisation and Control Model for Sporting Activities.
- 17.4** The Supplier also acknowledges that Juventus has adopted: (a) its own Code of Ethics containing corporate ethical principles (the “Code of Ethics”), (b) the Organisation, Management, and Control Model pursuant to the aforementioned Decree (the “231 Model”), (c) the Prevention Model in accordance with the Guidelines issued by the FIGC Federal Council (the “Prevention



Model”), as well as (d) an Organisation and Control Model for Sporting Activities in accordance with CU 87/A FIGC (the “Safeguarding Policy”), all of which are available for consultation (in full or in extract) at the website www.juventus.com.

17.5 The Supplier declares that it has read the Code of Ethics, the 231 Model, the Prevention Model and the Safeguarding Policy and it undertakes for itself and, pursuant to Article 1381 of the Italian Civil Code, for its consultants, collaborators, employees, suppliers and business partners to adhere to the ethical-conduct principles that Juventus has established therein.

17.6 Any breach by the Supplier of the provisions and/or principles set out in the above documents constitutes a serious breach and will entitle Juventus to terminate the contractual relationship arising from the Purchase Order, at any time, by means of written notice addressed to the Supplier to be sent by certified e-mail (PEC) and/or registered letter with acknowledgement of receipt, immediately effective, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without the need for court intervention, and without prejudice to compensation for any damages caused to Juventus. The Supplier shall hold Juventus harmless and indemnified against any prejudicial consequence deriving from any action, claim, proceeding carried out by third parties against Juventus as a consequence of any breach by the Supplier, of the Code of Ethics, the 231 Model, the Prevention Model and/or the Safeguarding Policy.

18 MISCELLANEA

18.1 Any conduct, including repeated conduct, of one of the two Parties that does not comply with one or more of the provisions of the Purchase Order shall in no circumstances affect the right of



the other Party to request, at any time, the full application of those provisions. Any supplementary or deviating agreements shall only be binding if duly made in writing.

18.2 Where the performance of an obligation is prevented by the occurrence of proven circumstances of force majeure, the obliged party shall not be liable for the non-performance of the obligation during the period in which the force majeure continues to have its impeding effects, provided that such party has adopted and implemented all reasonable measures to limit and minimise the effects thereof. In this event, the obliged party shall immediately notify the other party in writing, specifying the cause of force majeure, its effects and its expected duration, and shall resume performance of the obligation as soon as the impediment has ceased. It is expressly understood that the circumstance of force majeure may not be invoked by the Supplier if it occurs after the delivery deadline has expired, and that any strikes at company or local level and other disruptions in industrial relations, as well as defaults by suppliers or sub-suppliers, shall never constitute force majeure.

18.3 In the event that any provision of these General Terms and Conditions is found to be invalid, ineffective or unenforceable for any reason whatsoever, that provision shall be deemed to be unenforceable and the remaining provisions of these General Terms and Conditions shall be in full force and effect and shall not be affected by the invalid, ineffective or unenforceable provision.

19 APPLICABLE LAW AND JURISDICTION



19.1 The Parties, by entering into any contract in accordance with these General Terms and Conditions, agree that the same shall be governed by Italian law and subject to Italian jurisdiction, and that the application of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11 April 1980, as well as the provisions of the Italian Consumer Code pursuant to Italian Legislative Decree no. 206 of 6 September 2005, are expressly excluded.

With respect to any dispute concerning the validity, performance, interpretation and effects of the contract governed by these General Terms and Conditions, the Court of Turin shall have exclusive jurisdiction, with the express exclusion of any other competing Court or arbitration.