

WORKS AND / OR SERVICES CONTRACT - GENERAL TERMS AND CONDITIONS

1. SUBJECT-MATTER OF THE CONTRACT

1.1. Upon executing the Proposal under the terms and conditions of the Contract, the Contractor undertakes to perform the Task, namely to provide the Works and / or the Services to DUCATI as well as to assign and transfer exclusive title to DUCATI for any Intellectual Property Rights arising from the performance of the Task, as well as related economic rights of the Works, including the rights consequent and/or connected to the Works (all cumulatively "Privative Rights"), if any. The Contract is deemed as entered into when DUCATI accepts the Proposal by signing it for acceptance.

1.2. The transfer of Privative Rights, if any, is understood to be effective worldwide, irrevocably and with no restriction or limitation, for the whole duration of these rights, even for intellectual property, provided under applicable international conventions and/or national legislations and for any extension of the duration of these rights.

1.3. The Privative Rights, which are transferred exclusively, include, by way of example but not of limitation:

a) the exclusive right to publish or cause to be published, in part or in whole the creative works and all technical, illustrative and support documents or works derived from them, as well as the exclusive right to the economic utilisation of the intellectual property and all technical, illustrative and support documents or works derived from them in any form and way;

b) the exclusive right to reproduce or have reproduced by third parties and to carry out any act of copying, directly or indirectly, in whole or in part, permanently or temporarily the creative works and all technical, illustrative and support documents, through any means or procedure, present or future, in any form or format, and on any kind of support;

c) the exclusive right to transcribe, transform, adapt or change in any way, all or part of the creative works and all technical, illustrative and support documents, either directly or through third parties, for any purpose and use, and the right to create any derivative works, and to make any necessary transformation, even due to technical developments in communication, and adapting the creative works and all technical, illustrative and support documents to incorporate them into multimedia works;

d) the exclusive right to perform or recite in public the creative works and all technical, illustrative and support documents or derivative works thereof;

e) the exclusive right to communicate, distribute or make available to the public by any means via cable or network or through any means of broadcasting (such as the telegraph, telephone, radio, television and other similar media and including communication to the public via satellite, cable retransmission and communication to the public coded with special access conditions) or to put into circulation in any other way, all or part, the creative works and all technical, illustrative and support documents or derivative works thereof, even so that everyone can access them from a place and at a time individually chosen or with methods that enable each user to have access to them separately;

f) the exclusive right to distribute, sell or otherwise make available to the public, by any means free of charge or for a fee, for the benefit of everyone, through any channel of distribution and on any media, the creative works and all the technical, illustrative and support documents, as well as derivative works thereof;

g) the exclusive right to translate, process, and to make any kind of modification and transformation to the creative works and to all the technical, illustrative and support documents, as well as derivative works thereof;

h) the exclusive right to rent, loan or lease the creative works, technical, illustrative and support documents, as well as derivative works thereof, to transfer use of the originals or copies of such works for a limited period of time, for free or for the purpose of obtaining a direct or indirect commercial economic benefit or authorise rental or lending by third parties;

i) the right to use, transfer, sell the creative works and all technical, illustrative and support documents, either directly or through third parties in any manner or form;

l) the right to transfer, whether in whole or in part, for a fixed term or permanently, whether with or without consideration, and in any form, the creative works and all technical, illustrative and support documents and all the intellectual property rights related to them, including the connected rights and anyway all the rights transferred by means of this private deed.

1.4. The Privative Rights transferred on an exclusive basis also include, if the transferred Works incorporate or also include databases, for example but not limited to:

a) the exclusive right to perform or authorise the temporary or permanent reproduction, in whole or in part, by any means and in any form;

b) the exclusive right to perform or authorise the translation, adaptation, different arrangement and any other change;

c) the exclusive right to perform or authorise any form of distribution to the public of the original or copies of the database;

d) the exclusive right to perform or authorise any presentation, demonstration or communication in public, including the transmission by any means and in any form;

e) the exclusive right to perform or authorise any reproduction, distribution, communication, display or performance to the public of the results of the translation or adaptation.

1.5. The Privative Rights transferred on an exclusive basis also include, if the transferred Works incorporate or also include computer programs, for example but not limited to:

a) the exclusive right to the reproduction, permanent or temporary, total or partial, of the computer program by any

means or in any form;

b) the exclusive right to make the translation, adaptation, transformation and any other alteration of the computer program and the reproduction of the results thereof, without prejudice to the rights of those who alter the program;

c) the exclusive right to carry out any form of distribution to the public, including rental, of the original computer program or of copies thereof.

1.6. The Privative Rights transferred on an exclusive basis include the right to file and obtain any industrial property title in every country of the world, such as trademarks and/or registrations for design or model corresponding to the partial or total content of the creative works, the technical, illustrative and support documents or any content corresponding to the derivative works thereof, or obtained by the use thereof; patents on any invention, innovation, improvement, growth, development, customisation or parameterisation regarding computer programs or any other element developed as part of the Task, including extensions and any divisional applications, and the know-how associated with the same, as well as all the rights supposed, connected and consequential; the right of any know-how and information associated with it or confidential information and any other rights relating to any industrial or intellectual property, that can be registered or not, including all rights to apply for such rights. The Contractor agrees to put in place all the activities needed to enable DUCATI to file and receive industrial property rights, including the execution of any necessary documents, the release of any necessary declarations and the provision of any information, data or document finalised with the formalities required.

2. DEFINITIONS

2.1. The terms with initial capital letters herein shall have the following meaning:

"Annex/Annexes": the annex or annexes as indicated in the Proposal, being an integral part of the Contract;

"Contractor": the natural or legal person entrusted by DUCATI for the performance of the Task and indicated in the Proposal;

"Testing": the activity described under Art. 8 (if appropriate for the Task);

"Delivery": the date of performance of the Works and / or the Services under the Task, (if appropriate) following the successful Testing thereof;

"Contract": the agreement between the Parties for the performance of the Task, the regulation of which is determined by the set of all contractual documents herein listed;

"DUCATI" or "Client": Ducati Motor Holding S.p.A. - Sole Shareholder Company, subject to the direction and coordination of AUDI AG - with registered office in Bologna, Via Cavalleri Ducati 3, VAT and Tax no. 05113870967;

"Documentation": any and all technical and information documents and/or any other document necessary for the proper use of the Works and the Services as provided by the Contractor therewith (such as technical manuals);

"Intellectual Property Rights": any rights related to laboratory work and/or notes, patentable and non-patentable inventions, patents, database rights, computer programmes, project rights, rights on drawings and models, logos, domain names, copyrights, know-how and information associated therewith, confidential information, and any other rights related to any industrial or intellectual property, whether registered or not, including all rights to claim such rights.

"Task": the performance and Delivery of the Works and / or Services which the Contractor agrees to carry out under the terms of the Contract;

"Confidential Information": any and all information, also of a commercial nature, in any form, either written or verbal, including but not limited to: documentation, data, analysis, knowhow and/or any other result of any kind and in any manner resulting or arising from and/or connected or related to the performance of the Task, which the Contractor becomes aware of by virtue of the performance of this Agreement;

"Parties": DUCATI and the Contractor collectively;

"Personnel": any and all employees/partners of the Contractor or of any subcontractors, as defined from time to time by the context. Any commitments or obligations related to the Personnel under this Contract shall be applicable only if the Contractor has or otherwise uses the Personnel for the Task;

"Contact Person": the person identified by each Party as a contact for the Contract;

"Prices": the prices and/or rates indicated in the Contract as a consideration for the Works and / or the Services and, in general, for the Task;

"Proposal": the Task proposal as filled in and signed by the Contractor and subject to the terms and conditions of the Contract;

"Services": the services as described in the Proposal which the Contractor undertakes to render under the Task.

"Works": the asset as described in the Proposal which the Contractor undertakes to render under the Task. The definition of Work also includes the creation of intellectual works and all technical, illustrative and accompanying documents, as described in the Proposal, in the Task Description and in the execution project, the delivery and transfer of all Privative Rights on such intellectual works;

"TUS": Italian Consolidated Law on safety at work as per Italian Legislative Decree no. 81 of 09 April 2008.

3. MANAGEMENT OF TASK CHANGES

3.1. Notwithstanding Articles 1660 and 1661 of Italian Civil Code, DUCATI reserves the right to require in writing, at any time, to the Contractor changes in the characteristics and/or quantity of Works and/or Services provided hereunder and in the relevant performance project.

DUCATI guarantees that these variations are of reasonable scope and are required for the sole purpose of receiving the execution of the entrusted Task in a workmanlike manner and in compliance with the contractually agreed quality standards.

3.2. Should such changes cause increases or decreases in costs and/or a change of the Delivery times, the Parties shall

agree new prices and/or Delivery times on a fair basis and according to the provisions of the Contract. The Contractor shall introduce the aforementioned changes only upon written request by DUCATI. Any changes introduced by the Contractor on its own initiative and without the prior written authorization and/or acceptance of DUCATI shall result in the compensation for damages and in the obligation for the Contractor to restore Works and/or Services in the conditions provided for in the Contract, upon request of DUCATI. Any and all charges for any such event shall be borne by the Contractor.

4. PERFORMANCE OF THE TASK

4.1. Contractor's personnel, equipment, resources and means of transport of any kind shall be adequate to the type, quality and quantity of entrusted thereto and, in any case, suitable for ensuring compliance with the work schedule as agreed with DUCATI as well as the maintenance of the quality standards agreed between the Parties.

4.2. All costs related to anything necessary or appropriate for the proper and timely performance of the Task in a workmanlike manner are included in the Prices as specified in Annex B.

4.3. If the Task also consists in the creation of creative works and all technical, illustrative and support documents, it shall be performed as provided in the Proposal, in the Task Specifications and in the project plan, and in any case to professional standards and with the utmost care and skill. The development activities will take place through the release by the Contractor and delivery to DUCATI of a series of preliminary versions, which will be subject to assessments by DUCATI, and then by releasing a final version, which will be considered as such once it has obtained the final approval by DUCATI. Each delivery, both of preliminary versions and of the final version of the creative works corresponding to the Task must be made through the transmission of all creation formats, including editable formats and source code formats.

5. CONFIDENTIALITY

5.1. The Contractor shall keep the Confidential Information as strictly confidential and undertakes to take all appropriate measures as to ensure and protect such confidentiality against any third parties.

In particular, as to Confidential Information the Contractor shall:

a) keep it secret and not disclose it to third parties;

b) use it only for the performance of the Task and not use or reproduce it or obtain extracts or summaries thereof for purposes other than those relating to the performance of the Task;

c) not publish and/or patent any information or data contained therein;

d) limit its dissemination within its organization by disclosing it only to the Personnel whose duties justify the knowledge thereof and, in any case, to the extent that is strictly necessary for the performance of the Task;

e) inform the Personnel who becomes aware thereof about these obligations of confidentiality; the Contractor shall be responsible for the compliance with these obligations by the Personnel pursuant to Art. 1381 of Italian Civil Code;

f) inform any subcontractors about these confidentiality obligations and have them bound by them as well;

g) provide DUCATI, upon its express request, with any document containing the aforementioned Confidential Information, without keeping copies thereof.

5.3. These rules on confidentiality do not apply to information for which the Contractor is able to prove in writing that:

a) it was legitimately known to the public before the effectiveness of the Contract;

b) it has become legitimately known to the public, via publications or otherwise, with no fault or interest of the Contractor;

c) it has been legitimately acquired under no confidentiality obligations by third parties that are able to prove that they did not receive it, either directly or indirectly, from the Contractor.

5.4. In the event that the Contractor is required to disclose the Confidential Information under any laws, decrees, regulations or other orders by any public authority, it shall immediately notify DUCATI accordingly as to allow it to object to any such orders and, if required, shall offer its assistance in any such objection. In any case, the Contractor may disclose only the part of the information that it is required to disclose under the aforementioned legal orders.

10 It being understood that these confidentiality obligations related to the Confidential Information shall survive the termination of the Contract for any reason whatsoever for a further period of (ten) years.

5.5. The Contractor shall also keep the utmost confidentiality as to the Contract entered into and/or any information related thereto.

6. TERMS OF DELIVERY AND PENALTIES

6.1. The terms of performance and/or Delivery of the Works and/or Services are specifically indicated in the Proposal and are deemed as an essential requirement for DUCATI, even in the case of periodic Services.

6.2. If so expressly provided for in the Proposal, should the Contractor not perform and finish the Task or a part thereof according to the provisions and within the terms established by the Contract (for reasons not attributable to DUCATI), DUCATI shall apply penalties to the extent indicated in the Proposal, without prejudice to any other right to compensation for any further damage.

6.3. Unless otherwise provided for in the Contract, penalties shall be calculated on the total amount of the Contract, thus including any revisions of Prices by way of variability and additional supplies as required by DUCATI.

6.4. In the event that the Contractor exceeds the period subject to penalties, DUCATI shall be entitled to terminate the Contract pursuant to Art. 15. As an alternative, DUCATI may reach an agreement with the Contractor by obtaining an appropriate Price reduction as to compensate any damages suffered by DUCATI due to the delayed performance and/or

Delivery. The right of DUCATI to opt for one of two aforementioned remedies also applies in case of delays that are subject to no penalties under the Contract.

6.5. Unless otherwise provided for in the Contract, the Delivery term is referred to the date on which the Works and/or the Services are performed at the place specified in the Contract, duly provided with all Documentation.

6.6. Delivery terms may be amended with no penalties only at the occurrence of the following events:

- a) - force majeure events, only if immediately reported to DUCATI and within the limits set out under Art. 14.5;
- b) extensions granted by DUCATI to the Contractor in writing.

6.7. As to penalties for late delivery of Documentation, the following shall apply:

- a) Documentation deemed by DUCATI as incomplete or non-conforming to the requirements shall not be accepted;
- b) Documentation received by DUCATI on Friday after 16:00 shall be considered as received on the following Monday;
- c) Contractor's Documentation which has been conditionally approved by DUCATI shall be updated and returned to the latter within 7 (seven) days of the date of receipt of the update request;
- d) Documentation marked as "preliminary" or "provisional" shall not be accepted by DUCATI;
- e) Documentation shall be produced in its final version and on the same day; any partial sending of Documentation of the same type (such as the construction drawings) shall not be accepted by DUCATI.

6.8. The Parties hereby agree that DUCATI may retain the amounts of any accrued penalties from the Contractor's invoices.

7. AUDITING

7.1. The Contractor hereby agrees that DUCATI may carry out inspections, with or without prior notice, as to verify the performance of the Task in compliance with the Contract. DUCATI also guarantees that these inspections, aimed at verifying the execution in a perfect workmanlike manner of the Task, will take place through the appointed Contact Persons, always in compliance with the provisions of Art. 1662 of the Italian Civil Code.

7.2. After each inspection DUCATI shall draw up the relevant report, to be signed in joint consultation by the Contact Persons of the Parties.

7.3. Without prejudice to the organizational autonomy granted to the Contractor in the performance of the Task and pursuant to art. 11, the Parties mutually agree that DUCATI and the Contractor, through their respective Contact Persons - and possibly with support and/or through appointed third parties - will carry out audits, on a periodic basis, in order to verify the correct progress of the activities, as well as compliance with the law provisions, also on health and safety, with the aim of overcoming any critical issues or problems that may arise during the Contract implementation.

8. TESTING OF TASK

8.1. Task shall comply with the Contract and respectful of the quality standards contractually agreed between the Parties.

8.2. Where applicable according to type of Works and/or Services concerned, the Testing shall be carried out by DUCATI in the presence of the Contractor by checking the Works and/or Services and a report thereof shall be drawn up by the Parties after full discussion.

8.3. Any Works and/or Services not complying with DUCATI's requirements shall be reworked again and corrected by the Contractor, under its own responsibility and at its own expense, so as to make them conforming to the provisions of the Contract, with no charges for DUCATI and no delays prejudicial to the activity schedules.

8.4. Upon acceptance of the Works and/or Services, DUCATI shall not be liable, in any event, for the technical suitability and the compliance to legal requirements thereof, which shall remain, in any case, the sole responsibility and liability of the Contractor.

9. PRICES, PAYMENT TERMS AND GUARANTEES

9.1. The Prices of the Works and/or Services under the Contract, as indicated in the Proposal and/or in the relevant Annex, shall remain fixed and unchanged throughout the duration thereof and must be understood as remunerative of any charge or expense incurred by the Contractor for the execution of the Task, unless otherwise provided in the Proposal or in the Annexes. Upon entering into the Contract, the Contractor, therefore, fully accepting the business risk relating to the activities covered by the Contract, assumes the risk of any higher cost of its performance resulting from any cause (including extraordinary or unpredictable events) and waives the right to review Prices, notwithstanding the provisions of Art. 1664 of Italian Civil Code.

9.2. Upon the correct and timely performance of the Task by the Contractor, DUCATI shall pay the Prices as referred to therein, which are and shall be understood as including any and all charges incurred by the Contractor under the Contract. Prices agreed are and shall also be exclusive of VAT, where applicable, and without deduction of the withholding tax.

9.3. The payment of Prices by DUCATI is, in any case, subject to the prior acceptance of the Works and/or Services by DUCATI, in compliance with the provisions of the Contract, and to the delivery of Documentation request to the Contractor and pursuant to Art. 11 and Art. 12.

9.4. Prices shall be paid by DUCATI as agreed in the Proposal and on receipt of the relevant Contractor's invoice.

9.5. Unless otherwise provided in the Proposal, DUCATI shall pay the Prices at 60 days invoice date end of month. The Contractor hereby expressly declares that the aforementioned payment terms, or any other terms as eventually provided in the Proposal, are not unfair and that they have been freely agreed upon between the Parties.

9.6. Unless the Proposal excludes it or stipulate otherwise, the Contractor shall obtain, under its own responsibility and at its own expense, a first demand guarantee in favour of DUCATI from a primary banking institution, as to cover a value that shall be agreed from time to time in good faith

between the Parties in view of the nature of the Taks and that in no cases shall be less than three times the value of the Prices for the whole duration of the Contract. No payment shall be settled to the Contractor by DUCATI prior to the acceptance of the Guarantee by the latter and the actual issuance thereof by the bank.

10. TAXATION

10.1. The Contractor shall settled any and all taxes, duties, licenses and fees connected with the Contract as imposed by any competent public authorities with jurisdiction over the Contract.

10.2. The Contractor hereby undertakes to strictly adhere to the existing tax rules and to hold DUCATI fully harmless in the event of non-fulfilment of the aforesaid obligations.

11. REQUIREMENTS AND ORGANISATION

11.1. The Contractor hereby declares that the Task shall be carried out with organised necessary means and management at its own risk and acknowledges that it may make use of subcontractors only when specifically authorized in writing by DUCATI as described here below. The Contractor may also make use of temporary employees, in compliance with the provisions of the applicable law and subject to the prior written authorization of DUCATI.

11.2. In performing the Task the Contractor will assume, as mentioned, the business risk associated with the activities and, consequently shall be fully liable both towards DUCATI and towards any public authorities and/or third parties and shall hold DUCATI indemnified and harmless from charges of any kind arising from the performance of the Contract.

11.3. The Contractor shall provide evidence of all its permits and licences as required to operate in its capacity as "entrepreneur" and undertakes to always act in compliance with such permits and licences as well as with any applicable legislation. In this regard, the Contractor undertakes to send the Client upon signing the Contract and, where necessary, to keep the following documents updated, sending them periodically:

- valid DURC;
- valid DURF in the event that Contract value exceeds Euro 200,000.00 (two hundred thousand/00);
- Chamber of Commerce certificate;
- INPS and INAIL proper documentation, including any updates that may occur during the Contract execution;
- list of the Employees in the execution of the Task who will access the sites covered by the Contract;
- copy of the UNILAV of the Employees;
- consent of the Employees involved regarding the use of their data and whose information is transmitted to DUCATI;
- report of the National Collective Labor Agreement applied to the Personnel.

11.3.1 DUCATI guarantees that the acquisition of the documentation referred to in Art. 11.3 is aimed at verifying compliance with the legal obligations by the Contractor (also with respect to its Personnel) by reason of the principle of joint and several liability between the Parties. Consequently, any further intervention and/or use of the above information by the Client for different purposes and, in particular, for an indirect exercise of the power of external management and external organization of Contractor's Personnel is excluded.

11.4. For the whole duration of the Contract, the Contractor also agrees to always fulfil the following requirements:

- a) required technical and professional qualifications with regard to the protection of health and safety in the workplace, also pursuant to Art. 26 para. 1 (a) or Art. 90 para. 9 of TUS, as to the activities under the Contract, for which it has provided the self-certification form related to the aforementioned requirements, to the extent required for its organization; the Contractor agrees to promptly notify DUCATI in case of any changes in such information;
- b) general requirements and requirements relating to professional conduct: not being in bankruptcy, compulsory liquidation, or subject to any other insolvency proceedings (where applicable); not having any pending proceedings or convictions, in particular by reason of offences under Italian Legislative Decree no. 231/2001.

DUCATI reserves the right to require any appropriate certification proving the fulfilment of the aforementioned requirements (where applicable and without prejudice to the legal obligation on the matter) and to ascertain, at any time, directly and at its own discretion, that the Contractor actually meets them, with the aim of verifying whether the Contractor complies with the technical and professional suitability requirements due for the performance of the Task in a workmanlike manner and in compliance with the quality and safety standards agreed, as well as required by the relevant legislation.

11.5. In case of non-fulfilment of any legal requirement resulting in an irregular administrative and/or legal position of the Contractor or non-fulfilment of one of the requirements under Art. 11.4, DUCATI shall be entitled to terminate the Contract in all respects pursuant to Art. 15.

11.6. If, in very exceptional cases, the Contractor deems it necessary, for the best performance of the Task referred to in the Proposal, to use material resources, work tools or services made available by DUCATI (such as desks, computers, telephones, software, e-mail, canteen) the fee possibly indicated in Annex B or that subsequently agreed in writing will be due to DUCATI. It is understood that any such tools granted by DUCATI for the execution of the service will be in the full legal availability of the Contractor for the entire duration of the contract, and DUCATI will refrain from making use (even indirectly) of these tools to exercise organizational/management power over the Contractor and its Personnel. The Contractor must properly instruct its Personnel about the correct use of the aforementioned tools or services and will be responsible for any damage caused by the Personnel to them. The Contractor also undertakes to keep DUCATI relieved and free from any claim by the Personnel connected with the use of the same tools or the aforementioned services. In particular, the Contractor undertakes to issue instructions to the Personnel to prevent

the risk that improper use of these services or tools would suggest to third parties that the Personnel act by virtue of a direct working relationship with DUCATI.

12. CONTRACTOR'S PERSONNEL

12.1. During the performance of the Contract, the Contractor shall act in compliance with the applicable law, this Contract, and (where applicable) with any other reference collective bargaining provision and shall indemnify and hold DUCATI harmless from any breaches thereof.

12.2. As to Personnel, in particular, the Contractor shall comply with the applicable law on insurance and social security and apply the current national labour contract for the sector. Personnel shall be employed, paid and insured by the Contractor and the applied regulatory and wage conditions shall not be less than those established in the national labour agreements and supplementary agreements.

12.3. The Contractor agrees to provide DUCATI with all documents as necessary to fulfil the requirements applicable to the Task as established by TUS (including the Self-Certification Form as to technical and professional qualification with all required annexes and Annex 1 to this agreement), as well as a declaration on the compulsory professional requirements under the specific legislation and the training of any Personnel employed in the performance of the Task.

12.4. If the Contractor employs Personnel for the Task, upon signing this Contract it shall also provide DUCATI with the following documentation, also pursuant to and by effect of Art. 29 of Italian Legislative Decree no. 276/2003 (known as "Biagi Law"):

- a) list of names of the Personnel, indicating for each employee, (i) identification data (including Tax ID. number); (ii) progressive number of registration on the logbook as attributed to each employee; (iii) type of employment contract and applied national labour contract;
- b) photocopy of the identity document of each name on the Personnel list;
- c) self-certification as to the possession of a valid residence permit, in case of non-EU citizens;
- d) valid certificate of social security compliance (DURC);
- e) copy of the latest DM10/2 Form available pursuant to the applicable law.

12.5. Without prejudice to the foregoing, upon simple request of DUCATI the Contractor shall, at any time, prove that it has fulfilled the above requirements.

12.6. Without prejudice to the Code of Conduct and the Code of Conduct for Business Partner (as attached), the Contractor employing Personnel undertakes to perform the Task by using Personal provided with the technical requirements and professional qualifications as appropriate for the complexity thereof, also in compliance with applicable regulations on health, safety and environment. If DUCATI considers that one or more members of the Contractor's Personnel do not meet the essential technical requirements as to efficiently and effectively perform the Task or else act in a way that significantly affects the performance and/or progress of the activities due to carelessness, negligence, or incompetence, DUCATI shall require the Contractor to adopt appropriate measures. The Contractor must provide within 24 hours. The failure to adopt measures intended to ensure the efficient performance of the Task under the agreed terms shall represent a severe breach and grounds for termination of the Contract as set out in Art. 15.

12.7. The Contractor undertakes to take all necessary actions in order to ensure compliance with the contractual obligations, including the replacement of Personnel under its own responsibility and at its own expense. The Contractor shall, under its own responsibility and at its own expense, provide for the immediate replacement of Personnel being absent due to illness, injury, holiday and rest days or any another reason. The replacement of Contractor's Personnel shall in no case affect the continuity of services.

12.8. Should it be necessary to have access to the registered office or production unit of DUCATI (under DUCATI's procedures), the Contractor shall provide its Personnel with specific staff identification badges complete with photographs and details of the employee, indication of the Contractor and any and all other additional information as provided for by the laws in force at the time of performance of the Contract; the Contractor shall be responsible for procuring each employee to exhibit the relevant identification badge, as well as, where possible, to let its Personnel wear clothing with the distinctive signs of the Contractor. The Contractor Personnel, adequately instructed by the latter, must refrain from any behavior would suggest the conviction to third parties or even the impression of being employed by DUCATI or acting in the name or on its behalf. The Personnel shall not be entitled to exit the reference technical office, the assembly line or the experience departments, as specified from time to time by the Contact Person of DUCATI, not to make journeys other than those from the entrance up to reference technical office and/or from the reference technical office to the assembly line and/or experience departments, as above, except in cases of force majeure (such as evacuation) or unless accompanied by DUCATI's personnel duly authorized to this end. The Contractor shall procure that also the Personnel of any authorized subcontractors and/or third-party providers of work shall comply with these obligations.

12.9. If the Contractor employs Personnel for the Task, it represents and warrants that all Personnel is covered by insurance for any damage resulting from risks and occupational diseases and undertakes, for itself and also for the Personnel pursuant to Art. 1381 of Italian Civil Code, respect and comply with all applicable laws and regulations, including but not limited to the rules on safety at work of its Personnel.

12.10. For the whole duration of the Contract, the Contractor shall comply with the obligations of cooperation, coordination and exchange of information with DUCATI and the other companies operating in the workplace under Art. 26 para. 2 of TUS.

12.11. For the purposes of performance of the Task by the Personnel, should DUCATI, at its own discretion, grant the Contractor the free use of its materials and/or equipment, the latter undertakes to use them only for that purpose and to return them to DUCATI immediately after use or upon simple request of DUCATI, it being understood that, in any case, the Contractor represents and warrants that it is able to perform the Task with its own organised means and resources, also if DUCATI does not provide any such materials or equipment.

12.12. If the Contractor's Personnel, with prior agreement with DUCATI, should organize trips or transfers for which it is necessary to purchase air, rail or sea tickets or book hotels or other accommodations, the Contractor will only contact the travel agency indicated by DUCATI.

12.13. For more efficient coordination between the Parties aimed at a correct execution and organization of the Tasks, the Client and the Contractor undertake to each appoint their own Contact Person (as per Art. 20) and to communicate their name to the other Party. Communications between the Parties will take place exclusively through the designated Contact Persons, therefore it being excluded that the Contact Person of the Client can issue orders and/or directives to the Contractor's Personnel relating to the concrete execution of the Task.

13. SUBCONTRACT

13.1. Without prejudice to the prohibition (i) of totally subcontracting the assigned tasks, and (ii) of cascade subcontracting (i.e. the granting of all or part of the assigned tasks to another subcontracting entity), unless expressly authorized in writing by DUCATI, the performance or maintenance of some Works and/or Services or parts thereof may be subcontracted only to the following conditions and subject to the prior written authorization of DUCATI:

- when submitting the Proposal, the activities that the Contractor intends to subcontract and, where possible, the name of the subcontractors shall have been already indicated and described to DUCATI;
- any subcontractor shall have the ability, the experience and the appropriate Personnel as to perform the subcontracted portion of the Task;
- any subcontractor shall be provided with the required technical and professional qualifications with regard to the protection of health and safety in the workplace, also pursuant to Art. 26 para. 1 (a) or Art. 90, para. 9 of TUS, as to the subcontracted activities and the qualification requirements for the subcontracted provision, where required;
- any subcontractor shall fulfil the requirements of wages and social security compliance, compliance with the representations contained in the "Self-Certification Form as to technical and professional qualification";

13.2. The Contractor shall send to DUCATI the request of subcontract authorization, duly specifying: the subcontracted service or work; the entity of the performance to be subcontracted and the duration of the subcontract; the name of the subcontractor, the INPS and INAIL insurance position of the subcontractor; the amount of the subcontract.

13.3. The request of subcontract authorization shall be provided with the following attached documents:

- Self-Certification Form as to technical and professional qualification, duly filled in all sections and provided with the relevant required annexes;
- declaration of the subcontractor certifying that it fulfils the general and statutory requirements;
- (if any) copy of DUVRI as determined between the Parties and signed by the subcontractor for acceptance;
- document of the subcontractor certifying that it is provided with the required technical and professional qualifications with regard to the protection of health and safety in the workplace, also pursuant to Art. 26 para. 1, letter a) or Art. 90, para. 9 of TUS, as to the subcontracted activities.

13.4. DUCATI reserves the right to require any appropriate certification proving the fulfillment of the aforementioned requirements by the subcontractor and to ascertain, at any time, directly and at its own discretion, that the subcontractor actually meets them. The Contractor shall, in any case, ensure that all the aforementioned requirements shall be fulfilled by the subcontractor for the whole duration of the subcontract and shall provide DUCATI with adequate evidence thereof upon request of the latter.

13.5. The Contractor shall be liable towards DUCATI for the strict compliance of all obligations and charges under the Contract by its subcontractors. The Contractor shall also be responsible for the correct and proper selection of subcontractors in terms of professionalism and expertise as to the subcontracted activities and shall take care of training them on the provisions under the TUS.

13.6. The subcontract authorization shall be revoked by DUCATI at the occurrence of the following cases:

- supervening non-fulfilment of even one of the general requirements by the subcontractor or production of an irregular, false or incomplete declaration certifying that it meets these requirements;
- supervening non-fulfilment of the technical and professional qualification requirements by the subcontractor with regard to the protection of health and safety in the workplace, also pursuant to Art. 26 para. 1 (a) of TUS or Art. 90, para. 9 of TUS, as to the subcontracted activities;
- serious breach or negligence by the subcontractor or by the Personnel thereof as to the Task, as well as non-compliance by the subcontractor with the provisions contained in the DUVRI and, in general, with any statutory requirements as to the health and safety of workers;
- behaviour of the subcontractor that threatens or prejudices the rights, the image and the prestige of DUCATI. Should the subcontracting authorization be revoked for any reason whatsoever, DUCATI shall, in any case, be entitled to compensation for any damage against the Contractor and, if the case, to termination of the Contract.

13.7. The Contractor undertakes to hold DUCATI harmless from any contractual and extra-contractual damages suffered,

deriving and/or related to the performance of the Task by subcontractors and to also indemnify it against any and all claims of third parties or the Personnel (of DUCATI, the subcontractor or the Contractor) for reasons attributable to subcontractors.

14. FORCE MAJEURE

14.1. The Parties shall not be considered responsible for any non-compliance and/or delays due to force majeure. Force majeure shall mean any and all exceptional and/or unpredictable events and/or circumstances that, despite the adopted prevention and mitigation measures, could not be stopped, prevented and/or controlled by the Parties and that totally or partially prevent the performance of the Contract. Such force majeure causes shall include, without limitation, the following: wars, riots, fires, floods, earthquakes and other natural events of an exceptional nature, national and unions strikes, impediments caused by specific legislation, other impediments of equal gravity regardless of the will of the Parties and all being unpredictable.

The following delays, without limitation, shall not be considered force majeure events: construction stops imposed by competent authorities by reason of non-compliance with safety regulations by the Contractor; delays of the Contractor in procuring materials and/or services; delays in delivery by subcontractors; scraps of material due to processing defects by subcontractors; strikes in the premises and by the employees (if any) of the Contractor, including minor conflicts, turmoil, and participation to strikes of any kind, other than national and unions strikes, by employees of the Contractor.

14.2. Force majeure events shall cause the suspension of the Parties' obligations, without affecting the effectiveness of the Contract, though.

14.3. Force majeure events shall be timely notified in writing by the affected Party to the other, in any case within and not later than the 3rd (third) day as from the occurrence of the event.

14.4. For delays caused by force majeure events, the Contractor shall be entitled to an extension of time proportionally to the effects that these delays have caused on the progress of the Task. The duration of such time extension shall be agreed in writing between the Parties.

14.5. In case the event were to last for over 15 (fifteen) days, DUCATI shall be entitled to terminate the Contract pursuant to Art. 15, by paying the Contractor only the Prices of the Task already rendered, provided that they can be used by DUCATI. In any case, the Contractor shall make its best as to reduce the harmful effects caused to DUCATI by the force majeure event.

15. TERMINATION

15.1. Without prejudice to any other termination provisions herein, DUCATI shall be entitled to terminate the Contract under Art. 1456 of Italian Civil Code by registered letter with acknowledgement of receipt to the Contractor in the event that:

- the Contractor fails to comply with the agreed performance or Delivery timing of Task and Documentation;
- the Contractor does not perform the Task in accordance with the conditions provided for in the Contract;
- the Contractor and/or any subcontractor no more fulfils the requirements under Art. 11 or 13 (where applicable) and/or the certifications exhibited or produced by the Contractor or subcontractor prove, at any time, to be insufficient, irregular or expired;
- the Contractor breaches the confidentiality clause hereunder;
- the Contractor arbitrarily suspends the performance of the Task;
- DUCATI finds serious or repeated defects in the Task or disruptions caused by them;
- the Contractor and/or any subcontractor fails to comply with the regulations on insurance, wages and salaries, and social security contributions for its Personnel and with the provisions on accident prevention (where applicable);
- the Contractor subcontracts any part of the Task without the prior written authorization of DUCATI or transfers the Contract to third parties;
- the Contractor and/or subcontractor fails to comply with the statutory requirements for the protection of health and safety in the workplace, or with the regulations on the protection of the environment from pollution;
- the Contractor and/or subcontractor fails to comply with the Code of Conduct and the Code of Conduct for Business Partner;
- the due diligence referred to in Art. 18.3 shows a risk level or an integrity problem of the Contractor that is not acceptable to DUCATI;
- with no written authorization of DUCATI, the Contractor changes and/or varies the Task and/or the performance plan thereof;
- the Contractor fails to comply with the obligations under Art. 21.

15.2. Upon the occurrence of one of the aforementioned termination causes, DUCATI may follow the procedure under Art. 1454 of Italian Civil Code by giving written notice to the Contractor asking to remedy the alleged facts within the term that DUCATI shall deem as appropriate which, in any case, can not be less than 15 (fifteen) days as from the receipt of the notice. After the expiration of such term with no remedies adopted, the Contract shall be deemed as terminated and DUCATI shall be entitled to compensation for damages, which the Contractor shall pay within 60 (sixty) days of the receipt of the relevant debit note.

16. DURATION AND TERMINATION BY NOTICE

16.1. The Contract shall have the duration specified in the Proposal.

16.2. Unless otherwise agreed in the Proposal, DUCATI may, at its absolute discretion and without providing any justification to the Contractor, terminate all or part of the Contract at any time through a simple written notice to the Contractor with a minimum 30-day prior notice. The

termination shall be effective as from the date specified in DUCATI's notice.

16.3. In such event and upon written request of the Contractor, for all started but not yet completed activities under the Task DUCATI shall acknowledge a compensation agreed between the Parties based on the actual value of the Works and/or Services performed; moreover, notwithstanding Art. 1671 of Italian Civil Code, any costs and/or charges incurred in connection with the Task shall be reimbursed only if they were unavoidable and are duly documented by the Contractor.

17. INTELLECTUAL PROPERTY

17.1. The Contractor shall ensure that the Works and / or Services and/or the use thereof shall not infringe any Intellectual Property Rights or other third-party rights.

17.2. All Intellectual Property Rights in any way consequential, arising and/or connected to the performance of any Task are the sole property of DUCATI as specified in Art. 1.

17.3. DUCATI shall in no way be responsible for damages and claims of any kind arising out of alleged or actual violations of Intellectual Property Rights or other rights protected by the law that may arise from or be caused by or attributed to, either directly or indirectly, the Task and/or any equipment used by the Contractor for the performance thereof. The Contractor shall indemnify and hold DUCATI harmless against any such damages and claims.

17.4. The Contractor also acknowledges, for itself and for any Personnel, that it is not allowed to enter the name of DUCATI or use any names, trademarks or distinctive signs thereof by way of reference in presentations, promotional material or for any other purposes or procedure, unless specifically authorized in writing by DUCATI and, in any case, in compliance with the "corporate identity" of DUCATI.

18. ADMINISTRATIVE LIABILITY AND SUSTAINABILITY REQUIREMENTS ETHICAL RULES

18.1. The Contractor hereby declares that it has received, read and fully accepted the provisions applicable to it, as well as the principles expressed in the document known as the "Code of Conduct" of DUCATI and undertakes to comply with them for the whole duration of the Contract. DUCATI complies and requires its trading partners, the Contractor included, to comply with some sustainability requirements. These requirements define the expectations of DUCATI as to the approach and behaviour within business activities and many of them are contained in the Organisational and Management Model pursuant to Italian Legislative Decree no. 231/2001 as adopted by DUCATI (the so-called "Model 231" that is and remains at the disposal of the Contractor) and in the Code of Conduct, which may be downloaded from the site www.ducati.com.

In particular, DUCATI requires its trading partners (including the Contractor) a greater attention on the issues connected to the fight against corruption, the instruments aimed at preventing money laundering of illicit origin, controls on imports and exports of goods and services and free competition. These sustainability requirements are also contained in the "Code of Conduct for Business Partner", which is downloadable from the site www.ducati.com and is binding for the Contractor. DUCATI reserves the right to verify the compliance with sustainability requirements by the Contractor, including through access at the production or commercial premises of the latter.

18.2. The Contractor declares that it has read and is aware of the contents of the Model 231 of DUCATI, represents and warrants that it has given instructions to and adopted measures for its directors, employees and/or collaborators intended for (if applicable according to its organization and legal form) preventing the commission of offences sanctioned under Italian Legislative Decree no. 231/2001, and undertakes to keep these measures effectively implemented (at least) for the whole duration of the Contract.

18.3. The Contractor acknowledges and accepts that DUCATI, due to its internal Compliance procedure, submits the trading partners to a due diligence compliance to assess their risk exposure, also through a continuous screening of integrity of the latter. The Contractor therefore reserves the right to terminate the Contract pursuant to Art. 15, if, as a result of such due diligence, it appears that the Contractor shows an unacceptable risk level or an integrity problem, in accordance with the DUCATI Compliance procedure and in any case at the sole discretion of DUCATI.

18.4. The Contractor acknowledges and agrees that any failure to comply with the regulations set forth by Italian Legislative Decree no. 231/2001, the Code of Conduct and/or the sustainability requirements - in particular the Code of Conduct for Business Partner - shall represent a serious breach by the Contractor and shall entitle DUCATI to terminate the Contract at any time and with immediate effect pursuant to Art. 15.

19. HEALTH, SAFETY AND ENVIRONMENT

19.1. The Task shall be performed by the Contractor in compliance with all provisions of workplace health and safety protection and of public safety and protection of the environment from pollution, as provided by law. Upon performance of the Task, the Contractor shall adopt all precautions, measures and steps as to prevent any injury or damage to persons or property and shall cooperate in the implementation of the measures of prevention and protection from the risks of occupational accidents in the contracted work activities. In case, upon performance of the Task inside the registered office or production unit of Ducati, Personnel suffers an injury, Contractor shall immediately inform Contact Person of Ducati.

19.2. Pursuant to Art. 26 of TUS, as to all cases provided for by the law, the Parties acknowledge that they have previously met in a joint inspection for the purpose of cooperation and coordination of issues related to protection of employees' health and safety. In particular, the meeting of the Parties has focused on the DUVRI (or information) as attached to the Proposal; the Parties have confirmed and/or identified further

interferences and then, whenever necessary, have jointly integrated prevention and protection measures intended for the elimination and/or minimization thereof; such measures have then been introduced and supplemented in the DUVRI as attached to the Contract.

19.3. The Contractor has confirmed and/or supplemented the interference costs of safety at work, as specified in the DUVRI; therefore, the Contractor ensures that such costs are fair with respect to the entity and characteristics of the activities covered by the Contract.

19.4. In case of non-compliance by the Contractor and any subcontractors of the provisions contained in the DUVRI, including the failure to bear the interference costs as indicated therein, and/or of the procedures and regulations adopted by DUCATI in the workplace and, in general, of the statutory requirements on protection of employees' health and safety and/or environmental protection and/or radiation protection, DUCATI shall be entitled to:

a) terminate the Contract pursuant to Art. 15, without prejudice to the Contractor's liability for any damage, accident or injury that may occur during the performance of the Task or as a result thereof;

b) interrupt the Task and charge the Contractor with all the additional resulting and/or derived costs.

19.5. The Contractor has indicated and/or supplemented the interference costs of safety at work in the "Report of risk assessment and identification of prevention and protection measures"; the Contractor ensures that the costs are fair with respect to the entity and characteristics of the activities covered by the Contract.

19.6. The Contractor undertakes to comply with the provisions of Legislative Decree no. 152/2006 s.m.i. and, in general, to comply with all applicable environmental regulations.

19.7. The Contractor is responsible for the correct management of the waste produced for the execution of the Task and undertakes, by way of example, to:

a) constitute the "temporary deposit" in accordance with the provisions of the law and strictly comply with the rules laid down for its management;

b) manage the waste produced, at its care and expense, in accordance with the provisions of the legislation in force and having the obligation, in particular: i) to fulfill all the charges regarding the classification of waste; ii) to comply with the traceability legislation; iii) to verify that the transport and disposal / recovery of the waste produced are entrusted to subjects with adequate professionalism and regular authorizations;

c) implement all the procedures, activities and prescriptions required in compliance with environmental regulations, as well as provide adequate training and information to the Contact Person, so that DUCATI can also refer to it as an interface with regard to compliance with environmental legislation;

d) keep DUCATI relieved and undamaged for any sanctions that may derive from the latter as a result of incorrect compliance.

20. CONTRACT MANAGEMENT AND NOTICES

20.1. In order to (a) communicate the respective needs and organizational requests related to the execution of the Assignment, (b) carry out the checks provided for by art. 1662 c.c. and (c) in general for all matters relating to their relationships with the Assignment, the Parties appoint the respective Contact Person. Each Party's Personnel will not be authorized to receive instructions from the other Party's Personnel, but will respond exclusively to their Contact Person: for this purpose, the Contractor's Contact Person will be provided with adequate managerial and disciplinary powers towards the Contractor's Personnel.

20.2. Any communication or notice, as required or permitted under the Contract, shall be made in writing, in Italian (or English if the Contractor is not Italian) and shall be considered validly made (i) in the case of delivery by registered letter with acknowledgement of receipt or PEC, upon receipt thereof, (ii) in the case of delivery by fax, upon receipt of confirmation of successful transmission, or (iii) in the case of delivery by e-mail, when the addressee has confirmed its receipt.

21. COMPENSATION AND INSURANCE

21.1. The Contractor declares that the Task shall be performed to the highest professional standards and that the Works and/or the Services provided shall be free from defects, conform to the specifications set out in the Contract and fit for the purposes for which DUCATI requested them. The Contractor shall be responsible for any damages to personnel, equipment and/or materials of DUCATI, or which DUCATI is responsible for, if such damages are caused and/or related to the performance of the Task by the Contractor or its Personnel, or any subcontractors and/or their Personnel.

21.2. Without prejudice to the joint liability between the Parties pursuant to current legislation - including of a fiscal nature - the Contractor declares, for itself and for any Personnel and relevant heirs and assigns, that it shall indemnify, defend and hold harmless sine die DUCATI, the company Audi AG and its affiliates or subsidiaries (hereinafter "Audi Group"), their managers and/or legal representatives, employees, auxiliary (also temporary) staff, against any claim, demand and/or obligation submitted by third parties during the period of validity of the Contract or after the expiration thereof as a result of injury or damage to persons or property related to the performance of the Task and of the activities covered by this Contract by the Contractor and/or its Personnel and/or any subcontractors and/or their Personnel. In particular, but not limited to, the Contractor agrees to indemnify and hold DUCATI and the Audi Group harmless from any third-party claims (including any Personnel and/or subcontractors and/or their Personnel) against DUCATI and indirectly related to the Task, including the amounts that DUCATI may be required to pay for wages and salaries, social security, compulsory insurance premiums and tax deductions for any Personnel of the Contractor and/or of any subcontractors. DUCATI may offset the payment of any Price

with any amount or cost incurred or any damage suffered by it as a result of third-party claims (including any Personnel and/or subcontractors and/or their Personnel) also indirectly related to the Task.

21.3. For the whole duration of the Contract and in addition to any insurance policy as required by the applicable law, the Contractor shall take out and keep valid, at its own expense - providing Ducati with a certificate of existence and ensuring that any subcontractors hired guarantee in turn - a Contractor liability insurance with a minimum limit of liability (insurance cap) of no less than Euro 13,000,000.00 as well as the following insurance policies which must be issued by leading insurance companies (with a minimum rating "A") expressly waiving any claim against Ducati:

- fully comprehensive RC insurance policy with a minimum limit of liability (insurance cap) of no less than Euro 10,000,000.00 for each year of the duration of the Contract, to cover the sums due for damages caused to third parties (Ducati included) for the performance of the Task pursuant to this Contract and with the acknowledgment of the status of contractual third party of Ducati, including its parent and associated companies;

- civil liability insurance policy for the Personnel (employer's liability) as to cover personal injuries and death due to injury and illness suffered by the Contractor's Personnel, collaborators and/or auxiliaries or authorized subcontractors, with a minimum limit of liability (insurance cap) of no less than Euro 10,000,000.00 per insured event, with a minimum limit of liability (insurance cap) per person of no less than Euro 3,000,000.00.

Every six months Ducati will inform the Contractor of any changes in the average valuation of its logistics service in order to make the required adjustments to the maximum coverage provided by the aforementioned policies and the related costs.

22. GOVERNING LAW AND JURISDICTION

22.1. The parties agree that the Court of Bologna (Italy) has the exclusive jurisdiction to settle any dispute arising out in connection with the business relationships regulated by this Contract. However, DUCATI reserves the right to submit, at its discretion, the dispute to a competent court of the place where the Contractor has its domicile. This forum selection clause applies to all claims, whether contractual or not contractual, competition matters included.

22.2. This Contract and its annexes, as well as their construction and enforcement, are governed by the law of the Republic of Italy. For the purpose of interpreting the Contract and its annexes, the Italian language version shall prevail in case of conflicts between different languages. The application of Italian rules, or international Conventions, on conflicts of laws is excluded.

23. FURTHER PROVISIONS

23.1. Transfer of the Contract. The Contractor may not transfer, not even partially, this Contract to any third parties, unless expressly authorized in writing by DUCATI.

23.2. 23.2 Changes. Any changes to the Contract shall be effective only if agreed upon in writing by the Parties.

23.3. Representation. The Seller agrees and approves to have no power to act in the name and on behalf of DUCATI, nor to represent it before any third parties. The Parties expressly exclude that the Contract may give rise to any relationships of joint venture, company, silent participation, agency, nor to relationships involving employment contracts and/or hierarchic constraints.

23.4. Privacy. In compliance with the applicable law (GDPR and D.Lgs. 101/2018) and with reference to the personal data in the Contract necessary for its subscription, the Parties act as independent Data Controller. The Parties collect them to fulfill any legal obligations, and undertake to process them with manual and/or automated methods, according to principles of lawfulness, fairness and with appropriate technical and organizational measures. Regarding to the processing of personal data for the execution of the contract, the role of Data Processor and Data Controller will be defined, if necessary, by the data processing agreement (DPA) signed by the Parties.

23.5. Entire agreement. The provisions herein set forth are the entire will and agreement of the Parties with respect to subject-matter hereof and supersede any other previous agreements entered into in any form and with the same subject-matter.

23.6. Contract Documents. All documents contained in the Contract, as identified in the Proposal, are complementary to each other and are to be interpreted systematically. In the event of lexical ambiguities and/or gaps and/or contrasting terms, the document concerned shall be clarified and supplemented by taking the other texts into consideration according to the following order of prevalence: 1 Proposal; 2 Annexes; 3 General Terms and Conditions; 4 Contractor's technical documents as approved by DUCATI (if appropriate).

23.7. Invalidity. The invalidity of one or more covenants (or parts thereof) as contained herein shall not cause the whole Contract and/or other covenants hereof to be invalid, provided that the invalidity is not referred to any material parts hereof. If one or more of the provisions contained herein shall become invalid, the Parties agree to negotiate in good faith and agree on such alternative provisions that may ensure the original material agreements between them.

23.8. Tolerance. The failure of either Party to exercise one or more rights granted in its favour in this Contract shall in no way be construed as a waiver thereto. The tolerance of either Party as to any behaviours non-complying with the provisions contained herein shall not represent a waiver of the rights under the infringed provisions, nor of the rights to require the strict performance of the Contract.

23.9. Compensation faculty. DUCATI may at any time arrange the compensation between any amount due to the Contractor and the sums owed by the latter for any reason. Compensation is never allowed to the Contractor.

23.10. Signing of the Contract. The Contract will be drafted in two original identical paper copies and the Parties shall sign

both copies on each page, attachments included. Transmission of a so executed counterpart of the Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract, save for each Party's right to ask to the other Party for the delivery of the original Contract paper copy signed. Alternatively, the Contract can be digitally signed through and electronic platform guaranteeing the traceability of the signature process and the integrity of the signed document, generating a certified and closed PDF signed, which shall constitute an original signed counterpart of this Contract.

23.11. Effectiveness of the clauses. If the type of Task described in the Proposal concerns only the provision of Services, the contractual clauses relating to the execution of the Works must be considered ineffective, and vice versa.