

M-Cube Group

SECURITY & CONFIDENTIALITY & SUSTAINABILITY STANDARD PROVISIONS for Suppliers

ISMS-DOC-A05

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1. Purpose and Scope

This Annex forms an integral part of the Agreement and defines the minimum Information Security, Environmental, Social and Governance ("ESG") requirements that the Supplier shall comply with throughout the duration of the contractual relationship.

The obligations set forth herein apply to the Supplier, its employees, affiliates, subcontractors and any third parties engaged in the performance of the services under the Agreement.

2. Compliance with Laws and Regulations

The Supplier shall comply with all applicable laws, regulations and industry requirements relevant to the services provided, including, where applicable:

- data protection and privacy legislation;
- cybersecurity regulations;
- environmental legislation;
- labour and employment laws;
- occupational health and safety regulations;
- anti-corruption and anti-bribery laws.

The Supplier shall promptly notify M-Cube of any regulatory investigation, sanction or material non-compliance that may affect the services or the Supplier's ability to fulfil its obligations.

This Contract shall be governed by and construed in accordance with the laws of the Italian Republic, unless differently written in the Agreement.

3. Information Security Requirements

The Supplier shall implement and maintain appropriate administrative, technical and organizational measures designed to ensure the confidentiality, integrity and availability of information processed under the Agreement.

At a minimum, the Supplier shall:

- a) implement role-based access controls and the principle of least privilege;
- b) enforce multi-factor authentication (MFA) for privileged, administrative and remote access;
- c) maintain endpoint protection, anti-malware solutions and security monitoring capabilities;
- d) manage vulnerabilities through periodic assessments and timely remediation;
- e) maintain procedures for security patch management;
- f) provide security awareness training to personnel involved in service delivery;
- g) notify M-Cube in advance of any material change to the services, processing locations, subcontractors or security measures that may reduce the level of protection provided.

4. Personal Data Protection

Where personal data are processed, the Supplier shall:

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- comply with applicable privacy and data protection legislation;
- process personal data solely for the purposes defined by the Agreement;
- implement appropriate technical and organizational safeguards;
- where acting as a data processor on behalf of M-Cube, enter into a data processing agreement pursuant to Article 28 of Regulation (EU) 2016/679 ("GDPR") before any processing begins;
- not engage sub-processors without the prior written authorization of M-Cube;
- not transfer personal data outside the European Economic Area without the prior written authorization of M-Cube and appropriate safeguards under Chapter V of the GDPR;
- cooperate with M-Cube in fulfilling data subject rights and regulatory obligations.

5. NON-DISCLOSURE AND CONFIDENTIALITY

The Supplier acknowledges that, in the performance of its obligations under this Agreement, it will have access to, and be in a position to acquire, certain information that is proprietary to the M-Cube Group, its affiliates, and its clients. This information may include, but is not limited to, trade secrets, proprietary data, operational methodologies, strategic plans, marketing strategies, client lists, pricing structures, software designs, technical specifications, and any other non-public information, whether disclosed in writing, orally or by any other means (collectively, "Confidential Information").

Confidential Information shall not include information that the Supplier can demonstrate: (i) is or becomes publicly available through no breach of this Annex; (ii) was lawfully known to the Supplier before disclosure, free of any confidentiality obligation; (iii) is lawfully received from a third party without restriction; or (iv) is independently developed without use of the Confidential Information. Where disclosure is required by law or by order of a competent authority, the Supplier shall, to the extent legally permitted, notify M-Cube in advance and disclose only the portion strictly required.

The Supplier hereby agrees to the following terms regarding the handling and protection of Confidential Information during the term of this Agreement and thereafter:

1. Confidentiality Obligation: The Supplier shall treat all Confidential Information with the same degree of care as it treats its own confidential information, but in no event with less than reasonable care. The Supplier shall not disclose, publish, or communicate any Confidential Information to any third parties without the prior written consent of the M-Cube Group, except to authorized representatives of the Supplier who require access to such information for the purpose of fulfilling obligations under this Agreement. These authorized representatives shall be bound by similar confidentiality obligations.
2. Non-Use of Confidential Information: The Supplier agrees that it will not use any Confidential Information for any purpose other than as expressly permitted under this Agreement. This includes, but is not limited to, using Confidential Information to develop, design, or provide services that are competitive to those offered by the M-Cube Group or for any other purpose that could be detrimental to the M-Cube Group's interests.
3. Communication with Subcontractors and Suppliers: The Supplier shall not contact or communicate with any subcontractors or suppliers in the M-Cube Group's network without obtaining prior written consent from the M-Cube Group. Should the Supplier require access to any subcontractors or suppliers for the provision of services under this Agreement, it must request such access in writing, clearly outlining the purpose of the outreach. The M-Cube Group reserves the right to approve or deny such requests at its discretion. This provision is essential to protect the M-Cube Group's relationships with its subcontractors and suppliers,

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ensuring that confidential and proprietary information is not disclosed inadvertently or improperly.

4. Protection of Trade Secrets: The Supplier recognizes that Confidential Information may include trade secrets as defined under applicable law. The Supplier agrees to comply with all applicable laws and regulations governing trade secrets and will take all reasonable steps to protect such trade secrets from unauthorized disclosure or use.
5. Return or Destruction of Confidential Information: Upon termination or expiration of this Agreement, or at M-Cube Group's request, the Supplier shall promptly return or destroy all materials embodying Confidential Information, including all copies thereof, in whatever form. The Supplier shall, upon request, certify in writing its compliance with this provision.
6. Duration of Confidentiality Obligations: The obligations of confidentiality set forth in this clause shall remain in effect throughout the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for termination of this Agreement. This duration allows for an appropriate period to safeguard and control the dissemination of sensitive information post-termination.
7. Remedies for Breach of Confidentiality: The Supplier acknowledges that the unauthorized disclosure of Confidential Information may cause irreparable harm to the M-Cube Group. Therefore, in the event of any breach or threatened breach of this confidentiality obligation, the M-Cube Group shall be entitled to seek injunctive relief, in addition to any other legal remedies available, including but not limited to damages. The Supplier agrees to indemnify the M-Cube Group for any losses, damages, costs, or expenses (including reasonable attorney fees) incurred as a result of any breach of this confidentiality provision.
8. No Licence Granted: Nothing contained in this clause shall be construed as granting the Supplier any rights in or to the Confidential Information, except as expressly provided herein for the performance of this Agreement. All Confidential information remains the property of the M-Cube Group and its affiliates.

6. ICT Security Measures

The Supplier shall implement security controls appropriate to the nature of the services, including:

- network protection mechanisms;
- system hardening measures;
- encryption of data in transit and at rest;
- logging and monitoring capabilities;
- backup and restoration procedures;
- secure disposal of media and information assets.

7. Security Incident Management

The Supplier shall maintain documented procedures for the detection, management and resolution of information security incidents.

Any incident affecting M-Cube information, personal data, systems or services shall be notified to M-Cube without undue delay and, in any event, no later than twenty-four (24) hours after discovery.

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The Supplier shall provide all information reasonably required by M-Cube to assess the impact of the incident and support remediation activities.

8. Business Continuity and Disaster Recovery

The Supplier shall maintain documented Business Continuity and Disaster Recovery plans appropriate to the criticality of the services provided.

Such plans shall be tested periodically and updated whenever material changes occur.

9. Environmental Requirements

The Supplier shall conduct its activities in an environmentally responsible manner and shall:

- minimize environmental impacts resulting from its operations;
- promote resource efficiency and waste reduction;
- ensure legally compliant waste management practices;
- support initiatives aimed at reducing greenhouse gas emissions;
- comply with applicable environmental regulations.

10. Social and Human Rights Requirements

The Supplier shall:

- respect internationally recognized human rights;
- prohibit child labour, forced labour and human trafficking;
- maintain lawful employment practices;
- provide safe and healthy working conditions;
- promote equal opportunity and non-discrimination.

11. Ethical Conduct and Anti-Corruption

The Supplier shall conduct business ethically and with integrity.

The Supplier shall neither offer nor accept bribes, facilitation payments or any improper advantage and shall maintain adequate controls to prevent fraud and corruption.

12. Subcontractors

The Supplier shall remain fully responsible for the performance of all subcontractors engaged in connection with the Agreement.

The Supplier shall ensure that subcontractors are bound by obligations substantially equivalent to those contained in this Annex.

For services involving access to M-Cube information or systems, prior written authorization from M-Cube shall be required.

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13. Monitoring, Audit and Verification Rights

Upon reasonable notice, M-Cube shall have the right to:

- request evidence of compliance;
- conduct supplier assessments;
- perform audits directly or through designated third parties;
- review certifications, reports and relevant documentation.

The Supplier shall cooperate fully with such activities.

14. Non-Conformities and Corrective Actions

Where deficiencies or violations are identified, M-Cube may require the Supplier to implement a corrective action plan within a specified timeframe.

The Supplier shall provide evidence of remediation upon request.

15. Remedies and Termination

Any material breach of this Annex shall constitute a material breach of the Agreement.

Without prejudice to any other contractual or legal remedy, M-Cube may:

- require immediate remediation;
- suspend affected services;
- suspend future procurement activities;
- terminate the Agreement for cause.

16. Supplier Declaration

The Supplier acknowledges having read and understood this Annex and agrees to comply with all requirements contained herein throughout the duration of the Agreement.

Supplier Name: _____

Authorized Representative: _____

Title: _____

Date: _____

Signature: _____