

GENERAL TERMS AND CONDITIONS

- Preamble -

These General Terms and Conditions (the "General Terms" or the "Contract") govern, unless explicitly stated otherwise regarding the application or integration of separate conditions (different from these), the methods and terms of provision and use of all services currently provided by TALENTOBE S.R.L., VAT number 05474180261, with registered office at Via G. Massari n. 2, 31100 Treviso (TV), digital domicile/PEC talentobe@legalmail.it (hereinafter: TALENTOBE), through the online site available at www.talentobe.com (hereinafter the "Platform") owned by TALENTOBE S.R.L.

Access to the Platform, the use of the Services described below, and/or the use of all information and content made available by TALENTOBE through the Platform or in relation to it are subject to the User's compliance with and acceptance of these General Terms, as well as the privacy policy (the "Privacy Policy") and any additional addendums, contractual integrations, communications, or notifications that may be required, transmitted, or made available by the Company at its discretion. By accepting these General Terms and Conditions, the User declares that they have reviewed, fully understood, and accepted all contractual clauses therein and agrees to review and accept any future modifications, integrations, and/or updates to these General Terms and Conditions that may be adopted by TALENTOBE and published on the website: www.talentobe.com. The invalidity of one or more clauses of these General Terms and Conditions shall not affect the validity of the remaining clauses or these General Terms and Conditions as a whole.

By accessing the Platform, the Client acknowledges having carefully read and fully understood the terms outlined in these General Terms and Conditions and agrees to be bound by them. Failure to accept these General Terms and Conditions and the Privacy Policy will result in the inability to access the Platform and use the Services provided by the Company.

In accordance with and for the purposes of Articles 7 and 12 of Legislative Decree No. 70 of April 9, 2004, Clients are informed that the service provider regulated by these General Terms and Conditions is TALENTOBE S.R.L., VAT number 05474180261, with registered office at Via G. Massari n. 2, 31100 Treviso (TV), digital domicile/PEC talentobe@legalmail.it.

Clients may access the archived general terms and conditions by emailing their request to staff@talentobe.com. The general terms and conditions appearing online on the Website prevail over any previous printed version. The Website's Clients are therefore invited to consult the online general terms and conditions regularly.

Definitions

- **“Account Administrator” or “Admin”**: A member who manages an active Talentobe Manager subscription. This means that the member is already a Talentobe Manager user, and has additional rights and features such as: being able to assign licenses on the Talentobe Manager subscription, upgrading accesses, being able to view the subscription's activity, etc.
- **“Application Programming Interface (API)”**: Technical process that allows external applications to connect with Talentobe and retrieve our data and refers to the APP published by Talentobe, which can be accessed online at the URL <https://app.talentobe.com>.
- **“Assessment”**: A questionnaire completed by a member. A member can complete one or several questionnaires, but he or she is not required to complete any to be a member within the application. The MyPrint® self-assessment questionnaire is scientifically prepared to explore a person's personality and motivation at work by means of pre-set questions with a fixed time for completion.
- **“Business Subscriptions”**: A purchase from an organization to have access to Talentobe Manager for a defined amount of time, with a specific number of licenses and Shared Profiles.
- **“Discovery Packs”**: allows a Client to purchase a set, specific number of Assessments.

- **“License”**: A license is purchased by an organization through a subscription and can be assigned to a member, unlocking Talentobe Manager functionalities within the application.
- **“Member”**: A person who signs up on Talentobe (first name, last name, email & password) and agrees to these Terms and Conditions, Terms of Use, and Privacy Policy.
- **“Organization”**: An entity that refers to a group of Members. It may be a company, a school, a Coach or a consultant. Organizations can be claimed by Talentobe Manager Users and will be used to manage Shared Profiles.
- **"Party/Parties"**: collectively refers to Talentobe and the Client.
- **“Products”**: refers to certification testing, packs of Assessments, and Reports.
- **“Reports”**: In light of the information provided by Members, Talentobe will create assessment reports of the Member’s skills, behaviors, and motivations.
- **"Service(s)"**: refers to all of the services available through subscription to Talentobe Manager.
- **“Shared Profiles”**: Members have consented to sharing their Assessment results and profile details with a Talentobe Manager User within a given Organization.
- **“Talentobe Manager User”**: A member who has been granted a Talentobe Manager active subscription license. References to “Users” would also include Admin, but “Admin” does not include “Users.”
- **"Website"**: refers to the website published by Talentobe, which can be accessed online at the URL <https://www.talentobe.com> and its subdomains.

The preamble form an integral part of the General Terms and Conditions.

Article 1. Subject and Methods of Service Provision

1.1. TALENTOBE provides a high-tech digital platform that allows employers and recruiters (hereinafter referred to as "Client") who wish to recruit and/or assess the skills of candidates, job seekers, or even current staff (hereinafter collectively referred to as "Members") using TALENTOBE's behavioral or soft skills assessments (hereinafter referred to as "Assessment").

1.2. Clients can purchase Discovery Packs and/or Business Subscriptions, which, depending on the purchase made, will unlock a specific number of Assessments, Licenses, various types of Reports, and/or other options and data.

1.3. The purpose of this Agreement is to define the terms and conditions related to the provision of services on the Website and the use of the App by the Client (hereinafter referred to as "Services"), as well as to define the rights and obligations of the various parties in this context.

1.4. TALENTOBE is a neutral party in the relationship between Client and Members. TALENTOBE does not provide psychological counseling services and does not make any statements or guarantees about the quality of the services rendered. Clients on the Platform are not subject to the direction or control of TALENTOBE. TALENTOBE does not recommend or endorse Clients and is not responsible for their performance and/or conduct, either online or offline. By registering on the Platform, no collaborative relationship is established between TALENTOBE and the Clients. TALENTOBE does not offer any personalized recommendations; any explanation or information provided on the Platform is not to be construed as a personalized recommendation or advice. The Client expressly acknowledges and accepts that TALENTOBE cannot be held liable for any damages and/or losses arising from the assessments provided by the Platform.

1.5. TALENTOBE combats improper use and violations of these General Terms and applicable regulations, as well as harmful and misleading behaviors. TALENTOBE uses all relevant information, including that

about Clients and Members, to keep the Platform secure and reserves the right to share information regarding improper use or harmful content with the appropriate law enforcement authorities. Further information is available in the Privacy Policy.

1.6. The Client agrees that TALENTOBE is not obliged to provide Services in any specific location or territory, nor to continue providing them once it has started.

1.7. TALENTOBE reserves the right to limit access to certain areas or to the entire Platform at its discretion, as well as to modify, at any time and at its discretion, the procedures and operation of the Platform, to introduce new methods of use, new terms of use, and additional obligations related to the provision of Services. Such modifications may also involve these General Terms and/or their Attachments. The above changes will be communicated to the Client through the Platform, except for changes to these General Terms and/or their Attachments, which will be communicated to the email address provided by the Client.

Article 2. Warnings Regarding the Use of Services and the Platform

2.1. TALENTOBE operates as a service provider and is committed to maintaining the efficiency of its services, subject to possible interruptions, suspensions, and malfunctions within tolerable limits and in accordance with market standards. In the case of scheduled maintenance, TALENTOBE will inform the USER by email with reasonable advance notice. Such interventions will be considered part of the normal maintenance of the service and are accepted by the USER as such, with TALENTOBE being excluded from any responsibility in this regard.

2.2. TALENTOBE is committed to providing the Services diligently and in accordance with commercial practices, specifying that it has an obligation of means, but not of result, which is expressly acknowledged and accepted by the Clients. In this regard, TALENTOBE does not offer any guarantees to Clients regarding the adaptation of the Services to their needs, expectations, or specific constraints.

2.3. The Assessments and Reports offered by TALENTOBE are continuously improving and will not be considered perfect or complete.

2.4. Any hiring decision or internal promotion is the sole responsibility of the Client.

2.5. The Services offered on the Website and the App are only support tools intended for Clients and will be considered as such.

2.6. TALENTOBE will not be responsible for any decisions made by the Clients, especially in cases of hiring or internal promotion.

2.7. TALENTOBE will not be responsible in any way for exchanges or relationships between Clients and Members that occur outside the context of the Website, the App, or the Services.

2.8. TALENTOBE is not a party to any employment contracts between Clients and Members and will not be held liable for any difficulties that may arise during the conclusion or execution of such contracts, nor will it be a party to any disputes between Clients and Members.

2.9. Clients are solely and individually responsible for successfully completing all administrative, fiscal, and/or social formalities that may concern them.

2.10. TALENTOBE is committed to keeping all information contained in the Assessments and Reports confidential and to sending such information only to the Client who ordered the Assessment(s) and Reports or to the Member. However, TALENTOBE has the right to use aggregated data for internal studies and statistical purposes. The conclusions, results, data, and/or any reports generated from such studies may be made public through TALENTOBE's Website, social media, or other marketing means (e.g., white papers, blog posts, articles, webinars, etc.) or shared with specific clients. In the case of public release, only anonymized data of Members will be published.

2.11. TALENTOBE assumes no responsibility if data is lost from the Client's Talentobe Manager account. Clients should keep a backup copy and cannot claim damages for losses caused by the loss of such information.

2.12. TALENTOBE is committed to regularly monitoring the functioning and accessibility of the Website and the App. For this purpose, TALENTOBE reserves the right to temporarily suspend access to the Website and the App for maintenance purposes. Similarly, TALENTOBE will not be held responsible if the Website or the App is temporarily difficult (or impossible) to access due to circumstances beyond TALENTOBE's control, force majeure, or any interruption in the telecommunications network.

2.13. The Services are provided "as is" and "as available." TALENTOBE excludes all statements and warranties, whether express, implied, or statutory, not expressly provided in these General Terms, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. Additionally, the Company does not make any statement, warranty, or assurance regarding the reliability, timeliness, quality, suitability, or availability of the Services, the Platform, or the goods or information requested and obtained through the use of the Services and the Platform, or that the Services and/or the Platform will be uninterrupted and/or error-free. The Services, being standard and not specifically offered to a particular Client based on that Client's personal constraints, may not specifically meet the needs or expectations of that Client. However, in order to continuously improve the quality of the Services, TALENTOBE invites Clients to submit any comments and information they wish to bring to its attention regarding the quality of transactions conducted using the Services.

2.14. TALENTOBE does not guarantee the quality, adequacy, safety, or capability of any third-party providers. USERS agree that the entire risk arising from the use of the Services and the Platform remains exclusively with them, to the maximum extent permitted by applicable laws and regulations.

2.15. TALENTOBE will not be liable for any damages, liabilities, or losses arising from the use or reliance on the Services and/or the Platform or the inability to access or use the Services and/or the Platform. TALENTOBE will not be responsible, in any case, for delays or failure to perform resulting from force majeure or other extraordinary circumstances. TALENTOBE's liability for service malfunctions, data loss, accidental dissemination of sensitive data, and/or any other damage is also excluded if caused by: (i) interruptions or slowdowns and/or difficulties in accessing the Internet; (ii) interruptions, malfunctions, failures of network access lines and/or equipment, as well as the failure to activate the service due to reasons not attributable to TALENTOBE or, in any case, attributable to communication and/or electricity service providers; (iii) actions by third parties or other users connected to the network; (iv) attacks by hackers, thieves, crackers, viruses, etc.

2.16. TALENTOBE is not liable for temporary suspension of the service and/or for the loss of data and/or information present on its servers or those of the USER.

2.17. TALENTOBE is not responsible for the non-functionality of ancillary and/or connected and/or additional and/or interdependent services with a main service of which the USER has canceled or for any other reason the provision by TALENTOBE has ceased.

2.18. TALENTOBE assumes no obligation to respond and/or compensate for damages arising from any non-compliance and/or late performance of its contractual obligations to USERS caused by events of force majeure.

Article 3. Responsibilities of the Client

3.1. Clients agree, in using the Website, App, and Services, to comply with all applicable laws and regulations and not to violate public order or infringe on the rights of third parties.

3.2. Clients acknowledge that they have read and understood the specifications and constraints, particularly of a technical nature, of the entire range of Services. Each Client is solely responsible for their use of the Services.

- 3.3.** Clients commit to complying with applicable local, state, and federal laws and regulations regarding assessments, recruitment, and labor law in general.
- 3.4.** TALENTOBE reserves the right to retain, in anonymous form, all or part of the collected data, especially for statistical purposes or for improving the Services, in accordance with its Privacy Policy ([link](#)).
- 3.5.** Clients agree that the Services are strictly intended for their personal use. Clients therefore agree not to assign, sublicense, or otherwise transfer all or part of their rights or obligations under this document to third parties.
- 3.6.** Clients agree not to hide Talentobe's logo or name displayed on Assessments, Reports, or any other documents received from Talentobe.
- 3.7.** Clients agree not to modify or alter Assessments or Reports in any way.
- 3.8.** Clients agree not to reproduce or copy the system, structure, or logical sequence of the questions, or the questions themselves that appear in the Assessments, nor to reuse all or part of them, without Talentobe's prior written authorization.
- 3.9.** Clients guarantee that all information provided in the registration form is accurate, up-to-date, and not misleading or dishonest. Clients agree to update this information in their Talentobe Manager account if it changes, to continue meeting the above-mentioned criteria.
- 3.10.** Clients agree to provide Talentobe with all the information necessary for the proper performance of the Services. In general, Clients commit to actively cooperating with Talentobe to ensure the proper application of this Agreement.
- 3.11.** Clients agree to keep confidential, from third parties, all information received from Talentobe, including Assessments, Reports, and, more generally, any information regarding Members collected within the scope of the Services. The above does not apply to the needs of their own company, in compliance with laws, regulations, or agreements in force, as well as these general terms and conditions.
- 3.12.** Clients are solely and entirely responsible for the communication and relationships they may establish with Members and for the information they may share with them within the scope of the Services. Clients must exercise due caution and common sense in these relationships and exchanges. Clients also commit, in these exchanges with Members, to adhering to customary rules of courtesy and respect.
- 3.13.** Clients acknowledge that the Services provide them with an additional, not an alternative, solution for assessing the skills and performance of current or future staff, identifying potential, and guiding careers (which may be done outside of any internal promotions), and that this solution cannot replace other means that Clients may have available elsewhere to achieve the same goal.
- 3.14.** Clients will take all necessary steps to back up the information in their Talentobe Manager that they deem necessary using their own resources, as no copy of such information will be provided.
- 3.15.** Clients are informed and accept that the implementation of the Services requires an Internet connection, and the quality of the Services directly depends on such a connection, for which Clients are individually and solely responsible.
- 3.16.** Each Client indemnifies Talentobe against any claim, demand, action, and/or litigation that Talentobe may face due to a violation by the Client of any of their obligations or warranties under these general terms and conditions. Clients agree to indemnify Talentobe for any damage it may incur and to cover any costs, liabilities, expenses, and/or judgments it may face due to such a violation.
- 3.17.** The Client is responsible for all use of the Products and Services associated with their Organization and their Talentobe Manager subscription. The Client is solely responsible for maintaining the confidentiality of their Admin and User names and passwords, and agrees to immediately notify Talentobe of any unauthorized use of their Account.

3.18. The Client agrees to comply with the Terms of Use incorporated by reference. The Client acknowledges that Talentobe Manager user accounts are linked to the personal email addresses of employees and may only be used by the holder of that email address.

3.19. To use the features provided by TALENTOBE via the Platform, the Client must complete the registration process by activating their own personal Account. To this end, the Client must fill out the registration information form and fully accept these General Conditions. The personal data provided by the Client when completing the form will be processed in accordance with and in compliance with EU Regulation 2016/679 and applicable privacy laws, which are provided in the privacy notice prior to registration.

3.20. The Client commits, under their responsibility, to providing complete, truthful, and correct information, as well as to indemnify and hold TALENTOBE harmless in case of any actions, claims, costs, losses, or other unfavorable consequences arising from the transmission of incomplete, untruthful, or false information. The Client agrees to promptly update the provided data to ensure it is constantly updated, complete, and truthful.

3.21. The Client acknowledges and accepts that TALENTOBE may refuse the request for registration on the Platform for any reason at its sole discretion and without obligation to provide justification.

3.22. Access to the Client's Account is allowed through (i) a user identification code (email) entered by the Client during Platform registration, (ii) a password chosen by the Client, and (iii) where required based on the features used by the Client, a two-factor authentication component ("2FA," collectively with the other credentials referred to in points (i) and (ii) as the "Access Credentials"). The Client is required to keep the Access Credentials confidential and secure to prevent third-party access or unauthorized use.

3.23. The Client's right to use the Services is personal and non-transferable: the Client agrees not to resell or make any other commercial use of the Services provided.

3.24. The Client is responsible for maintaining the confidentiality of the password assigned during registration, along with a user ID, and agrees to indemnify and hold TALENTOBE harmless from any claims or demands from any party arising from the use or misuse of the services by third parties using the assigned password. The Client must carefully and confidentially store such credentials and agrees not to transfer or grant them to third parties or, if so, to do so at their own absolute responsibility. The Client agrees to store the Username and Password needed to access the service and releases TALENTOBE from any liability for their loss or alteration. The Client is solely responsible for the use of the service via the Password and will therefore be held liable for any use by unauthorized third parties. In case of theft, damage, or loss of password confidentiality, the Client agrees to promptly notify TALENTOBE. The Client acknowledges and recognizes that TALENTOBE does not provide any warranty regarding the security of the Platform and its systems, as well as the access credentials mentioned above. Therefore, the Client will be solely responsible for any damage caused to themselves and/or third parties in case of access to or unauthorized use of the credentials by third parties.

3.25. The use of the Services is restricted to individuals of legal age. In case of non-compliance by the Client with the age requirement, TALENTOBE will proceed to delete the Client's Account and all related information.

3.26. TALENTOBE reserves the right to periodically verify the data, information, and documents provided by the Client during registration, to request updates, and/or to ask for additional data, information, or documents as required by applicable regulations. The Client agrees to cooperate fully with these requests and acknowledges that TALENTOBE may, at its sole discretion, suspend and/or terminate the Services offered and/or access to the Platform in case the Client refuses to cooperate or fails to provide complete, correct, and truthful information, data, or documents within the required time frame.

3.27. The Client agrees to use the Services solely for lawful purposes and in compliance with data protection and intellectual property laws, and to indemnify and hold TALENTOBE harmless from any claims or

demands arising from the misuse or abuse of the Services. The Client may not attempt to create accounts or access and/or collect information in unauthorized ways.

3.28. TALENTOBE reserves the right to verify at any time and without notice, at its discretion, the Client's compliance with the General Conditions in the use of the Services, reserving the right to permanently and without notice terminate the provision of Services to the Client if: (a) they have not provided updated, complete, truthful, and correct personal data; (b) they use or have used the Services for illegal purposes or in ways considered by TALENTOBE to be incompatible with the nature of the Services provided, including, but not limited to, the transmission and/or exchange of viruses; sending or disclosing personal advertisements; chain mail or pyramid schemes; spamming or junk mailing; unsolicited spam messages to recipients; material infringing on the rights of third parties; material protected by copyright law; (c) they violate or have violated the General Conditions or the special terms and conditions applicable to a Service; (d) they have created legal risk or exposure to damage for TALENTOBE.

3.29. TALENTOBE assumes no obligation to verify compliance with the above, but reserves the right to inform the competent Judicial or Administrative Authority if it becomes aware of abuses and violations committed by the Client in using the service, and to remove content and/or prevent access to the service if the Judicial or Administrative Authority with supervisory functions orders the cessation of the violations committed by the Client.

3.30. TALENTOBE reserves the right to block access to the Account, Services, and/or Platform where deemed appropriate or necessary for security reasons or to comply with legal obligations or orders imposed by authorities.

3.31. The Client accepts that TALENTOBE reserves the right to suspend or terminate, even permanently (with possible permanent closure of the same), at any time and without notice, the provision of Services, including any individual service, as well as the right to remove or modify at any time any content or information present on the Platform.

Article 4. Obligations and responsibilities of the Client regarding the use of the Platform

4.1. The Client agrees to use the Platform in accordance with the common practice and ordinary operation for these types of platforms, in compliance with the technical features and functionalities of the Platform, as well as, if applicable, the instructions and guidelines issued by TALENTOBE from time to time.

4.2. The Client must refrain from any conduct or actions that may cause or could cause damage to the Platform, or that could compromise its performance, availability, and/or accessibility. The Platform must, in any case, be used lawfully, without engaging in any fraudulent activities toward TALENTOBE, other Users, and/or third parties.

4.3. The Client may not: (a) Use the Platform to copy, store, host, transmit, send, use, publish, or distribute any material composed of (or linked to) spyware, computer viruses, trojan horses, worms, keystroke loggers, rootkits, or any other malicious software; (b) Conduct any systematic or automated data collection activities (including, among others, scraping, data extraction, and data gathering) on or in relation to the Platform without the explicit written consent of TALENTOBE; (c) Access or otherwise interact with the Platform through the use of robots, spiders, or other automated means; (d) Circumvent, bypass, or attempt to bypass any access restrictions on the Platform; (e) Alter, modify, or distribute to third parties any material present on the Platform.

4.4. The Client is responsible for the data contained in the physical and virtual spaces made available to them by TALENTOBE as part of the service, as well as for the dissemination of such data over the network and any copyright violations caused by such data or programs subject to copyright. In this regard, the Client agrees to indemnify and hold TALENTOBE harmless from any third-party claims, damages, disputes, whether judicial or extrajudicial, civil, criminal, or administrative, arising from or related to the storage, possession, and/or dissemination of such data or programs, or otherwise originating from losses, damages, or violations resulting from illegal and/or improper use of the service provided. It will be considered a violation

of the general terms and conditions: any actions that would interrupt, suspend, slow down, or prevent correct operation of the Website or App; any hacking or attempts to hack into TALENTOBE's IT systems; any hijacking of the Website's or App's system resources; any acts that would place a disproportionate load on the Website's infrastructure; any attempts to breach the Website's or App's security or authentication structures; any acts that could infringe on the rights or financial, commercial, or moral interests of TALENTOBE or of the users of its Website or App; any action that uses the Website or App for purposes other than that for which it was designed; any action by Client designed to circumvent TALENTOBE's APIs, systems, or processes in order to avoid incurring a fee or charges for which TALENTOBE would normally charge a Client; any breach of these general terms and conditions or of any local or federal regulation, policy, or laws.

4.5. It is prohibited to use the Services and/or the Platform for the purpose of depositing, storing, sending, publishing, transmitting, and/or sharing data, applications, or computer documents that:

- Are in conflict with or violate TALENTOBE's or third parties' Intellectual Property rights;
- Contain discriminatory, defamatory, slanderous, or threatening content;
- Contain pornographic, child-pornographic, obscene, or otherwise immoral material;
- Contain viruses, worms, trojan horses, or other contamination or destructive computer elements;
- Constitute activities such as spamming, phishing, and/or similar practices;
- Are, in any case, in violation of applicable legal and/or regulatory provisions.

4.6. The Client may use the Account only for personal purposes and not on behalf of third parties, such as an agency, broker, intermediary, trustee, agent, or nominee for third parties. The Access Credentials may only be used by the Client and may not be transferred or disclosed to third parties.

4.7. The Client acknowledges and agrees that TALENTOBE has the right to suspend or terminate the use of the Platform and the Services at any time if the USER fails to comply with the obligations listed above. The USER will also be solely responsible for any loss or damage resulting from the breach of these obligations and agrees to indemnify and hold TALENTOBE harmless in the event of any actions, claims, costs, losses, or other unfavourable consequences arising from such non-compliance.

Article 5. Client's Status and Certification of Compliance with Applicable Law

5.1. By requesting a service through the Platform, the Client declares and guarantees that they have reached the age of majority (18 years old) and, therefore, possess the legal capacity to act, meaning the ability to enter into legally binding contracts, and that they are not subject to any prohibitions related to receiving any aspect of the service offered under applicable law.

5.2. The Client must not have been convicted of sexual offenses and declares that they will not use the Platform for unauthorized purposes.

5.3. The Client declares that they are legally eligible to provide the services they offer through the Platform, that they comply with all applicable laws and regulations, and that they hold all necessary professional qualifications, authorizations, certifications, business licenses, tax registrations, and permits required to legally provide the services offered. The Client acknowledges that TALENTOBE relies on these commitments and is exempt from the responsibility to ensure the Client's compliance with the applicable laws and regulations, indemnifying TALENTOBE from any liability resulting from non-compliance.

5.4. The Client acknowledges that it is prohibited to use, or allow others to use, TALENTOBE's service in such a way as to violate mandatory laws, public order, or decency, or to carry out actions that cause harm or disturbance to third parties and/or internet services and/or that violate the laws and regulations in force.

5.5. The Client declares that they assume all responsibility, including for any damages, regarding the inaccuracy and/or incompleteness of the declarations made and/or non-compliance with the commitments under this article, and more generally for failure to comply with the provisions of the Platform's General Terms of Contract. The Client indemnifies and holds TALENTOBE harmless from any third-party claims and/or actions by any authorities related to the provision of services, including, but not limited to, violations of third-party Intellectual Property Rights.

Article 6. Further Obligations and Responsibilities of the Client

6.1. Unless otherwise expressly agreed in these General Terms of Contract, the Client agrees to ensure that the provisions of these General Terms of Contract are respected by their employees and/or collaborators. The Client is considered the sole party responsible for the actions of such individuals and guarantees that they also comply with all applicable regulations.

6.2. Unless otherwise expressly agreed in these General Terms of Contract, the Client agrees to use the Services covered by these General Terms of Contract in accordance with the purposes of the Contract itself and with the regulations in force at any given time, including those concerning personal data protection. The Client agrees not to disturb, abuse, restrict, or otherwise violate the rights of third parties. In case of failure to comply, the Client will be considered solely and exclusively responsible.

Article 7. Access to the Application and Acceptance of the Terms and Conditions

7.1. The acceptance of these General Terms of Contract is a necessary and essential condition for the use and purchase of the related Services. The use of the Platform and its related Services implies acceptance of the General Terms set forth herein, as well as the provisions contained in the "Privacy Policy" section present on the Platform. Additional terms, conditions, and usage notices that supplement what is provided here may be specified and indicated on other pages viewable within the Platform when requesting specific services. The use of the Platform and its related services also implies acceptance of such conditions, terms, and notices, which form an integral and substantial part of the rules governing the use of the Portal and its related services.

Article 8. Registration on the Platform:

8.1. To use the Services, Clients must register on the App by completing the registration form. Registration is available to any individual with full legal capacity to contract on behalf of the Client, or who holds a special mandate for this purpose. Clients must provide all information marked as mandatory. Incomplete registrations will not be validated. Registration automatically opens an account in the name of the individual Client, giving the Client access to their Talentobe Manager subscriptions, which will allow them to use the Services in a format and through the technical means that TALENTOBE deems most appropriate for providing such Services. Clients are informed and agree that the information provided for the creation or update of their Account is valid as proof of their identity. The details entered by the Clients will be binding at the time of confirmation.

8.2. Once the registration process is completed, Clients can, from their Talentobe Manager dashboard, create accounts to be used by members of their staff responsible for recruitment, evaluations, and personnel management (hereinafter referred to as "Users"). In these cases, the account created during the Client's registration process will be an administrator or Admin account, which will have the ability to modify, manage, and delete Users. The Admin is solely responsible for the creation and use of the User accounts linked to their Account. Users will be considered part of the Client's staff and will be subject to this Agreement. The number of Admin and User accounts is limited according to the conditions indicated in the Order Form.

Article 9. Additional Rights of TALENTOBE

9.1. TALENTOBE reserves the right to modify, when deemed appropriate or necessary, the username selected by the USER for their account in case of violation of intellectual property rights or use of an identity that does not correspond to their own.

9.2. In the event that the USER uses content covered by intellectual property rights owned by TALENTOBE and made available by TALENTOBE, TALENTOBE reserves all rights related to such content.

9.3. The USER may only use TALENTOBE's intellectual property rights, trademarks, or similar elements if they receive written authorization from TALENTOBE.

9.4. The USER must obtain written authorization from TALENTOBE to modify, create derivative works, decompile, or otherwise attempt to extract TALENTOBE's source code.

Article 10. Costs, Duration, and Payment Methods for Services Provided by TALENTOBE:

10.1. The Services available on the Platform are provided by TALENTOBE in 'subscription' mode through the subscription of the quote that will be sent by e-mail to the Customer. Registration for the Subscription Service is carried out via the Platform. Subscription to the Service is done via the Platform. By subscribing to the subscription package, the Customer is required to accept the General Terms and Conditions, of which the Customer confirms having read, understood, and accepted in its entirety, being fully aware of its contents. The amounts as well as the payment and billing terms are given in the quotation sent by e-mail to the customer. The agreed amount as compensation may change during the course of the service; in such a case, the Customer will have the option to refuse the change and terminate the contract. Unless otherwise agreed, the Customer's payment for services provided by TALENTOBE is never subject to evaluation in terms of performance and/or results achieved. In case of late or non-payment of the amounts due by the Customer, TALENTOBE reserves the right to suspend the services and reactivate them only after payment by the Customer, without prejudice to TALENTOBE's right to terminate the contract due to the Customer's fault, in addition to seeking compensation for any further damage suffered.

10.2. Subscriptions automatically renew for successive periods of the same duration as the Initial Period (collectively referred to, along with the Initial Period, as the "Subscription Period"), calculated from date to date, unless otherwise specified in the Order Form or notification of termination given via email by either TALENTOBE or the Customer:

- 1 (one) month before the expiration of the current Subscription Period if the Subscription is paid annually;
- 15 (fifteen) days before the expiration of the current Subscription Period if the Subscription is paid quarterly;
- 8 (eight) days before the expiration of the current Subscription Period if the Subscription is paid monthly.

Customers acknowledge that they are not entitled to any refund for all or part of the price of an already initiated Subscription Period. Revised prices take effect on the renewal date of the Subscription following their implementation. The date and time of the transaction will be those of the date and time when the order was placed by the Customer, and the Customer agrees to have no legal recourse if the value decreases or increases after the Subscription was signed.

10.3. The Contract becomes effective from the date of Account activation and is valid for an indefinite period.

Article 11. Intellectual Property

11.1. Except as expressly provided in these General Terms and Conditions, the Customer acknowledges and agrees that all Intellectual Property rights related to the Services offered, the data, information, the Platform or software, in whole or in part, including the logic, organizational principles, and the media and/or

documents on which these Services are provided, remain the exclusive property of TALENTOBE and/or third parties to whom they belong. Therefore, their use is strictly limited to what is expressly stated in these General Terms and Conditions, and nothing herein can be interpreted as a license to Intellectual Property Rights on the Platform in favor of the Customer. TALENTOBE grants the Customer a limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to: (i) access and use the Platform via the Account solely in relation to the use of the Services; and (ii) access the Services and use any related content, information, and materials that may be made available through them. All rights not expressly granted by these General Terms and Conditions are expressly reserved by TALENTOBE.

11.2. TALENTOBE is licensee of all intellectual and industrial property rights pertaining to the Platform as well as content that can be accessed through it. The Platform's intellectual property rights, as well as the text, images, graphic design, navigation structure, information and content included therein are licensed to TALENTOBE, which holds the exclusive right to exercise the rights of exploitation in any way, in particular the rights of reproduction, distribution, publication and transformation, in accordance with the signed licence agreement and Italian law on intellectual and industrial property rights. The parties also agree that TALENTOBE shall retain any rights relating to concepts, ideas, know-how, skills and methods of work that may emerge or be elaborated during the execution of the present assignment, even if they result in inventions, discoveries or improvements, with the consequence that any rights shall remain with TALENTOBE.

11.3. The authorization granted by TALENTOBE to the Customer to access the Platform from the date of Account activation cannot be interpreted as a waiver, transfer, license grant, or assignment, in whole or in part, by TALENTOBE to the Customer of any intellectual or industrial property rights. TALENTOBE prohibits the Customer from modifying, copying, reusing, exploiting, reproducing, publicizing, uploading files, mailing, transmitting, using, processing, or distributing in any way all or part of the content of the Platform, including for advertising and/or commercial purposes.

11.4. The Customer undertakes, therefore, pursuant to Article 1481 of the Italian Civil Code, to use all the services outlined in these General Terms and Conditions in full compliance with the Intellectual Property rights of TALENTOBE and/or third parties.

11.5. The Customer undertakes, also pursuant to Article 1481 of the Italian Civil Code, not to challenge, directly or indirectly, in court or out of court, the validity and ownership of the Intellectual Property rights mentioned in this article.

Article 12. Unilateral Modifications

12.1. TALENTOBE reserves the right to modify the Services at any time and to make changes to these General Terms and Conditions to accurately reflect the Services provided. Unless otherwise required by law, the Customer will be notified at least 40 days before changes are made to these Conditions so that they can review them before they take effect. If the Customer continues to use the Service, they are required to adhere to the updated Conditions. If the Customer does not wish to accept these Conditions or any updates to them, the Customer may delete their account.

Article 13. Prohibition of Assignment of the Contract

13.1. Except as expressly agreed in these General Terms and Conditions, this contract and the rights deriving from it are in no way assignable and/or transferable to third parties.

13.2. If either Party undergoes a merger, acquisition, incorporation, or business reorganization, the successor entity will still be required to comply with the obligations contained in this contract. However, the Parties retain the right to freely and immediately terminate this Contract, without any burden, cost, expense, or compensation, if the successor does not meet the professional and capacity requirements necessary for the valid continuation of the agreed services.

Article 14. Express termination clause

14.1. Except as expressly agreed in these General Terms and Conditions, this contract shall be terminated by law, pursuant to and for the effects of Article 1456 of the Italian Civil Code, if the Client: a) assigns all or part of the contract to third parties; b) has been or is in breach of any obligations towards TALENTOBE, even for services other than those covered by this contract; c) fails to pay the required fees; d) has been declared insolvent or has been admitted to or is subject to any bankruptcy or insolvency procedure; e) uses the services in a manner different from that agreed in these conditions. In the cases indicated above, the termination occurs by law through a unilateral declaration by TALENTOBE, to be sent to the Client at the indicated contact details. As a result of the termination, TALENTOBE is authorized to cease the provision of the Service without further notice. In such cases, the Client acknowledges and accepts that the sums paid will be retained by TALENTOBE as a penalty, without prejudice to any claim for additional damages, and the Client cannot request any refund, compensation, or damages for the period during which they did not use the Service. It is understood that the termination by law as indicated above does not prejudice other grounds for termination and generally other legal remedies, including actions aimed at obtaining compensation for any damages suffered by TALENTOBE.

Article 15. Indemnity clause

15.1. The Client agrees to indemnify and hold harmless TALENTOBE and its representatives, employees or collaborators from any civil and criminal liability and consequences arising from the conduct of the Client or its employees or collaborators, from the unlawful, improper or abnormal use of the services rendered, even if carried out by third parties, whether authorized by the Client or not.

15.2. The Client agrees to indemnify and hold harmless Talentobe and its representatives, employees or collaborators from any liability and civil and criminal consequences arising from injury to the rights of third parties and infringement of copyright law, competition law and failure to comply with all laws and regulations applicable to the services provided by the Client and/or failure to possess professional qualifications and / or all authorizations, certifications, business licenses, tax registrations and permits required to legally provide the Services offered.

Article 16. Account Cancellation by the Client

16.1. The Client may suspend or terminate the use of the Services at any time and for any reason by deactivating their account through written communication sent via email to TALENTOBE at info@TALENTOBE.com and/or via the designated command on the Platform. Any outstanding payment obligations will survive the suspension or termination of the account.

16.2. Following the submission of the cancellation request, the Client's Account will be deleted from the Platform within 10 business days. In this case, the processing of the Client's personal data will be carried out in accordance with the applicable law and TALENTOBE's Privacy Policy.

16.3. After the cancellation request has been processed, the Client will no longer be registered on the Platform and will not be able to request the provision of Services.

Article 17. Cancellation and Suspension of the Account by TALENTOBE

17.1. TALENTOBE reserves the right to fully and/or partially limit the Client's access to the Platform and to cancel and/or suspend and/or block the Client's Account in the cases provided for in this Agreement or in the event of non-compliance by the Client with the obligations assumed under the law. To this end, TALENTOBE may implement any technological safeguards and filters deemed necessary to prevent the use of the Services and/or the Platform by the Client in violation of applicable laws and regulations as well as the Agreement.

17.2. In addition to the cases expressly contemplated by other provisions of this Agreement, TALENTOBE reserves the right to suspend the Client's Account and/or delete it, interrupting the provision of Services, at its discretion, without the obligation to provide prior notice and with immediate effect: (a) if the Client has provided false information during registration for the creation of their Account or subsequently within their

relationship with TALENTOBE; (b) if the Client refuses to provide information related to their Account and/or identity, if requested by judicial authorities, public authorities, or any other authority entitled to request such information under applicable laws; (c) in the event of a breach by the Client of the provisions of this Agreement, including Attachments, or of the law; (d) in the case of fraudulent or illegal use, even if only suspected, of the Platform and the Services; (e) if required by judicial authorities, public authorities, or any other authority entitled to request such information under applicable laws.

17.3. In the case of suspension, TALENTOBE may decide – at its sole discretion – whether to reactivate or permanently delete the Client's Account. To proceed with the reactivation of a suspended Account, the Client must explicitly request it from TALENTOBE.

17.4. In the event of cancellation of the Client's Account, the Client will no longer be able to use the Services offered by the Company through the Platform.

Article 18. Personal Data Processing

18.1. The data controller for the Client's data is TALENTOBE S.R.L., VAT No. 05474180261, with its registered office at Via G. Massari No. 2, 31100 Treviso (TV), Italy, digital domicile/PEC talentobe@legalmail.it, which will process and manage such data in full compliance with the provisions of European Regulation No. 679/2016, known as GDPR. The data processing manager is Mrs. Fiorella Pallas.

18.2. Purposes and methods of data processing: The collected data will be processed due to contractual or legal obligations, to improve the management of business relationships, and to provide the requested service. Data will be processed using paper and electronic media (databases, electronic lists, etc.), in full compliance with the measures required by European Regulation No. 679/2016, and UNI safety standards.

18.3. Mandatory or optional nature of data provision: For data processed due to contractual or legal obligations, providing such data is mandatory, and failure to provide it or to consent to its processing, when required, may result in the inability to continue existing business relationships or to initiate new ones.

18.4. Data communication and dissemination scope: The collected data will not be communicated or transferred to third parties, except with explicit consent. Within the company, data will be communicated, for internal operational needs, to data processors and only in the necessary manner, wholly or partially, to preserve the confidentiality of the data. Dissemination of the provided data to third parties is not foreseen, except for fiscal, contractual, and legislative obligations.

18.5. Right of access to personal data and other rights: Under Regulation (EU) 2016/679 of April 27, 2016, on data protection (GDPR), the following rights related to the processing of personal data are recognized:

- Right of access: The data subject has the right to receive confirmation of the processing of their personal data and, if necessary, to obtain a copy of such data and complete information regarding its processing.
- Right to rectification: The data subject has the right to correct any errors, modify inaccurate or incomplete data, and verify the accuracy of the processed data.
- Right to erasure: The data subject has the right to prompt erasure of their data if it is processed unlawfully or if the purpose for which it was collected no longer exists.
- Right to restriction: The data subject has the right to suspend processing if such processing is unlawful or inadequate.
- Right to object: The data subject has the right to object to the processing of their data if the purpose is related to direct marketing or if processing needs to be stopped for personal reasons, unless the company provides overriding legitimate grounds for processing or the processing is necessary for the establishment or defense of a legal claim.

- Right not to be subject to automated decision-making: The data subject has the right not to be subject to decisions based solely on automated processing, including profiling, which produce legal effects concerning them or similarly affect them, unless necessary for the performance of a contract, permitted by law, or based on the data subject's explicit consent.
- Right to data portability: To receive a copy of the personal data provided to the Company in a structured, commonly used, and machine-readable format and to request that such data be transferred to another data controller.

Requests can be made via email to privacy@talentobe.com. The data controller is TALENTOBE S.R.L., VAT No. 05474180261, with its registered office at Via G. Massari No. 2, 31100 Treviso (TV), Italy, digital domicile/PEC talentobe@legalmail.it. The request should clearly state 1) personal identity, including full name and email address used to purchase or create an account, 2) the right or rights the data subject wishes to exercise. The exercise of these rights is free, unless the requests are excessive or unjustified. In such cases, the company has the right to charge a reasonable fee based on administrative costs incurred.

18.6. By signing these General Terms and Conditions of Contract, the USER consents to the processing of their data, in compliance with the provisions of European Regulation No. 679/2016 and Legislative Decree No. 196 of June 30, 2003, as applicable.

18.7. By signing these General Terms and Conditions of Contract, the USER also agrees to be appointed as an "external" data processor with operational instructions as per Article 28 and following of Regulation (EU) 2016/679.

Article 19. Commercial References and Authorisation for Use

19.1. Customers expressly authorise Talentobe to mention and use, when appropriate, for the entire duration of the contract and for a period of 5 (five) years after its termination, the reproduction of their trademark or logo as a reference to the Customer, in particular at events, in business documents and on Talentobe's website, in any form.

Article 20. Communications and Complaints

20.1. All communications addressed to the USER must be sent to the address indicated at the time of registration. It is your responsibility to promptly notify TALENTOBE of any changes in your contact details for communications under the Contract. The USER accepts, in any case, that TALENTOBE may communicate through the Site and the App, by email, telephone, fax, regular mail, newsletter, registered mail, electronic chat and/or any other means of communication deemed appropriate by TALENTOBE. TALENTOBE will use the data and contact information provided by the User when opening the Account, as updated from time to time.

20.2. For any communication, dispute, request or complaint relating to the Platform and/or the Services provided by the Company the USER may use info@TALENTOBE.com.

Article 21. Applicable law and exclusive jurisdiction

21.1. This Contract is governed by Italian law.

21.2. Any dispute that may arise between the parties regarding the execution, interpretation and termination of this document shall be devolved to the exclusive jurisdiction of the Court of Rome, recognised and declared as the only competent Court, except for cases in which the USER may be classified as a 'consumer', according to the provisions of Legislative Decree no. 206 of 6 September 2005, known as the 'Consumer Code', in which case the jurisdiction shall be that of the judge of the place of residence or domicile of the consumer, if located in the territory of the State.

Article 22. Final Provisions

22.1. These General Conditions may be derogated from and supplemented by specific conditions. In the event of any incompatibility between the provisions of the General Conditions and the provisions of the Specific Conditions, the latter will prevail exclusively in relation to the specific Service governed by the Specific Conditions.

22.2. The Contract contains the entire regulation of the relationship between the Parties regarding the provision of Services to the USER, expressly excluding the effectiveness of any previous agreements, written or oral, between the Parties, and in any case, prevailing over any differing or conflicting conditions contained in the USER's general terms of purchase/supply, attachments, orders, invoices, and/or documents sent for administrative and/or accounting purposes.

22.3. Any tolerance by TALENTOBE or the USER of the other Party's conduct in violation of the provisions contained in the Contract does not constitute a waiver of the rights derived from the violated provisions or the right to demand the exact fulfillment of all agreements and obligations specified therein.

22.4. The Parties undertake to fulfill their obligations in good faith. If one or more provisions of these general terms and conditions are found to be invalid or declared so by a legal or regulatory body, or by a competent court, the remaining provisions will remain valid and binding. These general terms and conditions set forth the entire scope of the Parties' obligations.

22.5. For matters not covered by this Contract, the applicable Italian laws in force from time to time will apply.