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## **GENERAL CONDITIONS OF CONTRACT FOR PROVISION OF SERVICES**

These General Conditions, unless derogated by a specific written Agreement between the Parties, apply to all Agreements entered by and between the Client and the Supplier and are an integral part thereof.

### **1 DEFINITIONS AND INTERPRETATIONS**

When used in the assignment conferred to the Supplier, the terms used below shall have the following meanings:

“Client” is Stantec S.p.A.;

“Supplier” or “Subconsultant” is the legal person who provides the Services;

“Agreement” means the Agreement between Stantec and the Supplier including any Change Order and any modifying or supplementary arrangement to the Agreement that may subsequently be agreed upon in writing by the Parties;

“Change order” is a form that describes any changes to the required Services;

“End Client” is the entity with whom Stantec entered into the Master Agreement;

“Master Agreement” means the Agreement between Stantec and the End Client under which Stantec is acting as a consultant to the End Client and in connection to which the Services are required;

“Technical Specification” is the technical document presented by Stantec at the proposal stage, which includes the description of all the activities covered by the Master Agreement, as well as the technical specification issued by the Client during the request for proposal;

“Party” means individually and impersonally Stantec or the Supplier, and “Parties” means collectively and impersonally both Stantec and the Supplier;

“Project Site” means any site or sites where the Services are provided;

“Services” means the Services to be performed or provided by the Supplier on behalf of Stantec as described in detail in the Agreement;

“Program of Services” means the timing for the performance of the Services indicated in each Agreement according to the general provisions referred to in the Schedule previously agreed upon between the Parties and reported in the Agreement.

## **2 PROVISION OF THE SERVICES**

- 2.1 The Supplier (in further text referred to as “Subconsultant”) must perform the Services in a workmanlike manner, with the necessary means and organization at his own risk, as set forth in the Agreement, and must strictly adhere to the terms and conditions of the Agreement. In any case, all the related activities described in the Master Agreement as well as those activities which, even if not specifically indicated, will nevertheless become necessary for the proper performance of the Services themselves according to the provisions of the Agreement, are to be considered included in the Services.
- 2.2 As compensation for the performance of the Services, Stantec will pay the Subconsultant the agreed amount under the terms set forth in the Agreement. Stantec shall not have any liability for any other expenses or costs incurred by the Subconsultant other than those expressly set forth in the Agreement.

## **3 RESPONSIBILITIES OF THE SUBCONSULTANT**

- 3.1 The Subconsultant agrees to perform the Services in accordance with the procedures and the Program of Services provided in the Agreement and to comply with the terms and conditions thereof.
- 3.2 The Subconsultant assumes toward Stantec all requirements, liabilities and obligations, that Stantec assumes towards the Client with the Master Agreement. Stantec’s project manager shall provide the Subconsultant with a copy of the terms and conditions of the Master Agreement which the Subconsultant must comply with. If there is any inconsistency between the requirements contained in the Master Agreement and the requirements contained in the Agreement between Stantec and the Subconsultant, the Subconsultant must comply with the ones set forth in the former. If the Client requires compliance with particular requirements, e.g. regarding health and safety, the Subconsultant must comply with these.
- 3.3 The Subconsultant shall designate, in writing, a representative who will have all the powers vested to act for and on behalf of the Subconsultant in all matters regarding the Services assigned. The representative shall have in-depth knowledge of the Services and be available for Stantec at any time.
- 3.4 The Subconsultant shall be the sole responsible for the means and methods of performing the Services.
- 3.5 The Subconsultant shall comply with all legal requirements relating to the Services and shall act in full compliance with any laws and/or regulations applicable to the Services.
- 3.6 The Subconsultant will obtain and pay for all permits, licenses, registrations, qualifications and other authorizations that are required by law or by local custom or good business practice in connection with the performance of the Services.
- 3.7 Except to the extent expressly set out in the Agreement, the Subconsultant shall not communicate directly with the End Client or any governmental or regulatory agency with regard to the Services, without prior written authorization by Stantec, and shall direct to Stantec all inquiries and presumed directions from the End Client or any governmental or regulatory agency in relation to the Services.
- 3.8 The Subconsultant shall maintain complete, up-to-date and accurate working files related to the Services. The Subconsultant shall provide Stantec with reasonable and prompt access to such working files and shall allow Stantec to make copies. Any staff of Stantec or the End Client may inspect the Subconsultant working files or otherwise evaluate the Services at any reasonable time and place.
- 3.9 In this regard, without prejudice to the provisions of the subsequent Art. 5, the Subconsultant undertakes as of now to implement without delay any indication received from Stantec based on the outcome of the aforementioned assessments.
- 3.10 The Subconsultant shall perform its obligations under the Agreement at such time and in such a manner so as to allow Stantec to comply with the respective obligations under the Master Agreement; furthermore, the Subconsultant shall indemnify and hold Stantec harmless from and against any failure to comply with the terms of the Master Agreement and from any act or fault of the Subconsultant that may cause liability for Stantec, the End Client or third parties under the Master Agreement.

#### **4 DURATION AND TIME SCHEDULE**

- 4.1 Duration of the Agreement is set forth therein and may be extended, if previously agreed upon by the Parties, by means of Change Order and acceptance thereof.
- 4.2 The Subconsultant must perform the Services according to the timing indicated in the Agreement or subsequent Change Orders.

#### **5 RULES OF PERFORMANCE AND NON-EXCLUSIVITY OF THE AGREEMENT**

- 5.1 The Subconsultant shall perform the Services in compliance with the best standards of skill and care applied by those who are currently performing services similar to the Services of the Agreement and, in general, following the best practices generally recognized on the relevant market.
- 5.2 The Subconsultant shall comply with any codes of good practice which apply to the provision of the Services in the region where the Services are to be carried out.
- 5.3 The Subconsultant shall immediately correct any defects or deficiencies in the Services notified by Stantec or the End Client and shall bear all costs related to the correction of such defective or deficient performance at no additional cost to Stantec or the End Client. If such defects or deficiencies are not corrected in a timely manner, Stantec may have them be corrected at the Subconsultant's expense and, without limiting any of its rights, Stantec may deduct any costs incurred from payments due to the Subconsultant.
- 5.4 The Agreement is not stipulated in an exclusive form with the Subconsultant and does not guarantee in any way a minimum number of assignments; therefore, Stantec will remain free to also use other providers for the performance of the activities considered herein.
- 5.5 The Subconsultant may enter into agreements with third parties, unless the activities subject of the same are in conflict with the provisions of Art. 16 in the matter of conflict of interest.

#### **6 SITE ACCESS**

- 6.1 Stantec shall be responsible for providing the Subconsultant with access to the Project Site to the extent necessary to enable the Subconsultant to properly perform the Services. The Subconsultant shall strictly comply with applicable safety requirements as directed by Stantec or the End Client.

#### **7 HEALTH AND SAFETY**

- 7.1 The Subconsultant agrees to comply with the highest standards of health and safety, and any additional such requirements mandatory by law or requested by Stantec or the End Client in the Master Agreement or otherwise, in order to protect its own employees and others present at the Project Site or otherwise affected by the performance of the Services. The Subconsultant agrees to thoroughly familiarise itself with all health and safety issues relating to the Services and the Project Site and to be the sole responsible for these issues at all times and not just in normal working hours.
- 7.2 The Subconsultant must make sure all his personnel and other persons involved in the performance of the Services are competent and adequately informed about any hazardous substance with which they may come into contact during the performance of the Services; the Subconsultant must adopt all reasonable measures to protect human health and the environment from such substances.
- 7.3 The Subconsultant acknowledges to have received all safety information related to the Project Site and to understand the risks therein.

## **8 INTEGRITY AND SUSTAINABILITY**

- 8.1 The Subconsultant declares to have read and understood Stantec's principles of Governance, with specific regard to Integrity and Sustainability, available at [Stantec official website](#), which form an integral and substantial part of the Agreement :
- 8.2 Considering the above, the Subconsultant undertakes, in relation to the execution of each and any Agreement(s) and/or each and any Task Order(s):
- ✓ not to use or support the use of child labour and forced labour;
  - ✓ to ensure equal opportunities and freedom of association, promoting personal development for all;
  - ✓ to ban the use of corporal punishment, mental or physical coercion, or verbal abuse;
  - ✓ to comply with working time laws and standards and to ensure that wages are sufficient to meet the basic needs of workers;
  - ✓ to establish and maintain the procedures necessary to evaluate and select his own subconsultants and subcontractors based on their level of social and environmental responsibility;
  - ✓ not to tolerate any type of corruption in any form or way, in any jurisdiction, even where such activities are basically permitted, tolerated or not legally prosecuted;
  - ✓ to evaluate and reduce the environmental impact of its products and services throughout their entire life cycle;
  - ✓ to use resources responsibly with the aim of achieving sustainable development that respects the environment and the rights of future generations.
- 8.3 The Subconsultant shall also require from his own staff, subconsultants and subcontractors to comply with the aforementioned principles, values and policies, and shall regularly monitor their effective compliance with this obligation.

## **9 TECHNICAL AND PROFESSIONAL QUALIFICATIONS**

- 9.1 In order to assess professional and technical suitability, the Subconsultant shall provide Stantec with the following documents prior to starting the Services:
- ✓ Establishment Certificate issued by the Chamber of Commerce (or other competent authority as per the applicable legislation of the Subconsultant' country of origin) with corporate purpose in line with the type of Services subject of the Agreement, dating back to maximum 6 months;
  - ✓ Risk Assessment Document (Art. 17 paragraph 1, letter a) of the Italian Legislative Decree 81/2008) or similar report, in line with the relevant legislation of the Subconsultant's country of origin, that describes how the Subconsultant is organised in terms of occupational health and safety;
  - ✓ Certification of labour compliance certifying regular payments of social contributions (in line with the relevant legislation of the Subconsultant's country of origin);
  - ✓ Self-declaration concerning grounds for suspension or prohibition pursuant to Art. 14 of the Italian Legislative Decree 81/2008;
  - ✓ Any additional documents or information that may become necessary in relation with the entity and type of Services.

## **10 CONDITIONS OF TRANSPORT**

- 10.1 Where there is a need to carry out transportation activities, the Subconsultant undertakes:
- ✓ to comply with all the rules, procedures and planning of the workforce in the countries where the transport takes place;
  - ✓ to comply with all applicable regulations for transport in the countries where the transport takes place;

- ✓ with reference to the transport of waste or contaminating materials, to comply with all the regulations in force in the countries where the transport takes place, ensuring the implementation of all preventive measures established in current regulations; the transported goods must not be abandoned under any circumstances, and must be delivered to the agreed and authorized destination;
- ✓ to comply with all regulations related to the right to work, wages, insurance, social security and immigration.

10.2 The Subconsultant undertakes not to transport illegal goods or persons in violation of immigration laws.

## **11 PAYMENTS OF FEES AND EXPENSES**

- 11.1 Invoicing shall be made to Stantec by the Subconsultant as set out in the Agreement.
- 11.2 Stantec will pay the Subconsultant in the manner set out in the Agreement and in the absence of disputes in this regard by Stantec and/or the End Client.
- 11.3 No payment made by Stantec to the Subconsultant under the Agreement shall be intended as evidence of acceptance of the Services or a waiver of Stantec's right to demand correction of any defect or deficiency in the Services.

## **12 TERMINATION**

- 12.1 Stantec will have the right to terminate the Agreement at any time, in whole or in part, both due to its own needs and in the event that the Master Agreement is terminated early or suspended by the End Client. In this case, the Subconsultant will only be entitled to payment for the Services correctly performed up to the date of termination of the Agreement and to the reimbursement of documented expenses reasonably incurred and, in any case, already authorized by Stantec. The Subconsultant will not be entitled to any further payment or compensation for Services not performed.
- 12.2 If, at any time, the Subconsultant fails to strictly adhere to the Agreement, or to a Task Order, or reasonably appears unable to scrupulously comply with the assumed obligations, Stantec may contest the violation to the Subconsultant by granting an appropriate period of time, which will be defined from time to time based on the extent of the default, to remedy the alleged default. If the Subconsultant fails to remedy within the given time, Stantec will have the right to terminate the Agreement pursuant to Art. 1456 of the Italian Civil Code, without prejudice to any other right or legal action.
- 12.3 In the event of termination of the Agreement in accordance with clause 12.2, Stantec may withhold any payment due to the Subconsultant for the Services that have not been carried out correctly, until the final completion of such Services by or on behalf of Stantec and the final balance of related costs. If the amount withheld by Stantec exceeds the total final cost for correcting the default, Stantec will immediately pay the excess to the Subconsultant. If the total final cost for correcting the default exceeds the amount retained by Stantec, the Consultant shall refund the difference to Stantec immediately, and in any case within 14 days of Stantec's written request for payment. Any dispute regarding the sums due by either Party under clause 12.3 shall be governed by the provisions set forth in the subsequent Art. 14.
- 12.4 If the Agreement is terminated under clause 12.2, and it is subsequently determined for whatever reason that there were no grounds for such termination, the rights and obligations of the Parties shall be in any case governed by the provisions of clause 12.1.
- 12.5 Each Party will have the right to terminate the Agreement at any time, pursuant to Art. 1456 of the Italian Civil Code, by sending a written notice to the other Party, in the event that the other Party is subject to bankruptcy or other insolvency proceedings, is in a state of crisis or insolvency, is placed under liquidation for any reason, or if the other Party illegitimately interrupts or terminates the execution of the Services in the absence of valid causes of *force majeure*.

### **13 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 13.1 By entering into the Agreement, the Subconsultant undertakes not to infringe any intellectual property right, which, for the purpose of this clause, shall include, but will not be limited to, patents, trademarks or copyrights, in the performance of the obligations under the Agreement. In the event that the Subconsultant is suspected of having violated any right, the Subconsultant shall, at Stantec's sole discretion and the Subconsultant's sole responsibility:
- ✓ guarantee Stantec and the End Client the right to continue to use everything that has been provided as part of the Services and is the subject of a claim; or
  - ✓ replace or modify any part of the Services so that it is no longer the subject of a claim but so that it still complies with the requirements of the Agreement; or
  - ✓ reimburse Stantec for all payments made to the Subconsultant relating to or arising from any activity that is the subject of a claim, as well as reimburse all costs incurred by Stantec and the End Client arising from the claim management.
- 13.2 The violation of clause 13.1 constitutes a serious breach pursuant to Art. 1453 of the Italian Civil Code and provides Stantec with grounds for termination of the Agreement pursuant to Art. 1460 of the Italian Civil Code and the right to seek compensation for damages.

### **14 DISPUTES RESOLUTION**

- 14.1 All disputes arising from the Agreement or in relation thereto shall be governed by the Italian law under the jurisdiction of the Court of Milan.
- 14.2 It is understood that the pending proceedings referred to in clause 14.1 above will not, in any case, entitle the Subconsultant to suspend or delay in any way the performance of the Services in accordance with the provisions of the Agreement

### **15 CONFIDENTIAL INFORMATION**

- 15.1 Any and all information and data made available by Stantec or the End Client and/or developed and obtained in course of the assignment conferred to the Subconsultant are to be considered confidential.
- 15.2 The Subconsultant hereby agrees not to disclose, trade, exchange, publish or make in any way available to third parties any and all information and data received by Stantec or the End Client or otherwise developed or obtained under the Agreement, without Stantec's written approval, the only exception being the disclosure thereof to the coworkers of the Subconsultant (if any) who are engaged on the development of the Services subject of the Agreement; such disclosure must be in any case limited to what is strictly necessary for the aforementioned work. In general, the Subconsultant hereby accepts not to use such information or data for any other scope other than for the correct performance of the Services.
- 15.3 The obligations imposed to the Subconsultant by the above clause shall not apply to the information and data that:
- ✓ are public knowledge;
  - ✓ have been independently developed by the Subconsultant, outside the scope of this Agreement, without the use of or relying upon confidential information belonging to Stantec or the End Client;
  - ✓ have been rightfully revealed to the Subconsultant labelled as "non-confidential" and with explicit authorisation to disclose; or
  - ✓ the Subconsultant is legally obliged to disclose to a Public Authority or a Judicial Body, provided that the Subconsultant has previously undertaken all reasonably possible measures to allow Stantec or the End Client to have the possibility to counteract or attempt to reduce the request for further disclosure.

- 15.4 The Subconsultant must ensure that their coworkers, subconsultants and subcontractors (where duly authorized on the basis of the Agreement) respect the obligations imposed to the Subconsultant as per the provisions of this Article, by undertaking at least the same commitments towards the Subconsultant. The same also applies to managers, directors, officers, agents, or any kind of representatives of the Subconsultant.

## **16 CONFLICT OF INTEREST**

- 16.1 The Subconsultant shall ensure that no circumstances arise during the performance of the Services in which the Subconsultant's activities under the Agreement are or may be in conflict with the personal interest of the Subconsultant or his directors, officers, personnel, or subconsultants, or in regard to any services that the Subconsultant may render to third parties.
- 16.2 The Subconsultant shall promptly inform Stantec if any conflict of interest, as described above, arises or might arise, so that Stantec can correctly evaluate the extent thereof and adopt corrective measures.

## **17 BUSINESS PRACTICES**

- 17.1 By entering into the Agreement each Party undertakes not to pay, promise to pay, or authorize the payment of any monetary or other value, directly or indirectly, to any person (whether a governmental official or private individual) for the purposes of illegally or improperly inducing anyone to take action favourable to any Party in connection with the Agreement, the Services, or matters related thereto.
- 17.2 Each Party undertakes that any agent or representative of the Party hired to represent such Party in connection with the Services shall comply with this clause and with all laws that apply to activities and obligations of the Parties under the Agreement, including but not limited to those laws and obligations dealing with improper payments as described above.
- 17.3 Each Party may, from time to time, request and receive written confirmation that the other Party complies with this obligation. The requirements of this clause do not, however, prohibit normal and customary business entertainment or the distribution of promotional material of negligible value.
- 17.4 The Subconsultant agrees to abide by the Stantec Partner Code of Business Conduct available at [Stantec official website](#).
- 17.5 The Subconsultant must promptly report to the Stantec Supervisory Body any potential update or information on the violation of the provisions of clauses 17.1.1 through 17.4. The Supervisory Body can be contacted at any time by E-mail at the following address: [odv@stantec-italia.com](mailto:odv@stantec-italia.com).
- 17.6 The Subconsultant must also promptly report to the Stantec Whistleblowing Committee, established pursuant to Italian Legislative Decree 24/2023 and related Guidelines, any violation pursuant to Art. 2 of the applicable regulation, at the following E-mail address: [stantec@servizioreginalazioni.it](mailto:stantec@servizioreginalazioni.it).
- 17.7 Any violation of the above clauses gives Stantec the right to terminate the Agreement.

## **18 OBLIGATION TO RESPECT ORGANISATION, MANAGEMENT AND CONTROL MODEL (ITALIAN LEGISLATIVE DECREE 231/01)**

- 18.1 The Subconsultant undertakes to comply, and to ensure compliance by its employees, with the Organisation, Management and Control Model adopted by Stantec pursuant to Italian Legislative Decree 231 (*Modello 231*), and subsequent amendments, available at [Stantec official website](#).
- 18.2 The Subconsultant will indemnify Stantec for any penalty or damage that may be caused to Stantec following the breach of the commitments set out in Article 18.1. by the Subconsultant or its employees.

## **19 EXPRESS TERMINATION CLAUSE FOR BREACHES OF BUSINESS PRACTICES AND STANTEC'S ORGANISATION, MANAGEMENT AND CONTROL MODEL**

- 19.1 Any possible violation, by the Subconsultant or its employees, of business practices and all other rules set out in the Organisation, Management and Control Model adopted by Stantec, constitutes a serious breach pursuant to Article 1453 of the Italian Civil Code and gives ground to Stantec to terminate the Agreement pursuant to Art. 1460 of the Italian Civil Code, notifying the Subconsultant by registered letter. The termination of the Agreement will take effect immediately from the date of receipt of the registered letter and Stantec will also have the right to initiate legal actions for the reimbursement of damages.

## **20 CONTROLS PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/01**

- 20.1 The Subconsultant agrees to be subject to controls by the Stantec Supervisory Body, whose timing will be previously agreed upon. The controls must be in line with the labour legislation and the Data Protection Legislation.
- 20.2 The Subconsultant is aware of and accepts that the controls referred to in the previous clause may be carried out by Stantec or by third parties appointed by Stantec.
- 20.3 The Parties acknowledge that the Subconsultant may have access to Personal Data in providing the Services, and Stantec (as Data Controller) appoints the Subconsultant (as Data Processor) to handle such Personal Data on Stantec's behalf.
- 20.4 Where the Subconsultant processes Personal Data in accordance with the Agreement, the Subconsultant will comply with Stantec's instructions in respect of such Personal Data and, in accordance with those instructions, implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
- 20.5 The Subconsultant shall provide Stantec with full cooperation and assistance in meeting the obligations under the Data Protection Legislation, also in relation to the security of data processing, notification of personal data breaches, notification of Data Subjects' requests, and data protection impact assessments.
- 20.6 The Subconsultant shall not transfer Personal Data to any third party, nor outside the European Economic Area, without Stantec's prior written consent.
- 20.7 Upon expiry or termination of the Agreement, the Subconsultant shall cease to process Personal Data and shall delete or return to Stantec (as Stantec may require) all Personal Data held or processed by the Subconsultant on Stantec's behalf.
- 20.8 Nothing herein relieves either Party from their responsibilities to comply with applicable privacy legislation.
- 20.9 The terms used in this clause shall have the following meanings:
- ✓ "Data Protection Legislation" stands for any law, statute, declaration, directive, legislative enactment, order, regulation, rule or other binding restriction, as updated and amended from time to time, which relates to the protection of individuals with regard to processing of Personal Data to which a Party is subject, including (but not limited to) the GDPR and Italian Legislative Decree 101/2018;
  - ✓ "Data Processor" has the meaning given in the Data Protection Legislation;
  - ✓ "Data Controller" has the meaning given in the Data Protection Legislation;
  - ✓ "GDPR" or "General Data Protection Regulation" stands for Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data; and
  - ✓ "Personal Data" stands for any information relating to an identified or identifiable natural person ("Data Subject") and includes sensitive personal data.



## **21 SUBCONSULTANT'S ORGANISATION, MANAGEMENT AND CONTROL MODEL**

- 21.1 If the Subconsultant has adopted an Organisation, Management and Control Model (pursuant to the legislation applicable in Subconsultant's country of origin), the Subconsultant declares and guarantees that this Model is suitable for preventing offenses identified by the said legislation.
- 21.2 The Subconsultant agrees to inform the Stantec Supervisory Body about any offense referred to in the Italian Legislative Decree 231/2001 and detected by the Subconsultant or its employees, as well as in case of violation of the Code of Conduct and/or protocols referred to in the said Decree.
- 21.3 In the event of a false or erroneous declaration by the Subconsultant regarding his own Organisation, Management and Control Model and/or in the event that the Subconsultant or his employees violate the Code of Conduct and/or the protocols referred to therein, Stantec may terminate the Agreement with immediate effect, pursuant to Art. 1456 of the Italian Civil Code, by sending a registered letter. Termination of the Agreement will take effect immediately from the date of receipt of notification of the registered letter and Stantec will also have the right to undertake legal actions for indemnification.
- 21.4 The Subconsultant will compensate Stantec for any penalty or damage that may arise as a result of the breach of clauses 21.1, 21.2, 21.3.

## **22 OWNERSHIP RIGHTS**

- 22.1 All rights to any document, drawing or work produced for or provided to Stantec by the Subconsultant as part of the Services shall belong to Stantec.
- 22.2 The Subconsultant must promptly provide Stantec with all data and information developed as part of the Services, at no additional cost, in paper, electronic or any other format. Furthermore, the Subconsultant accepts that Stantec will have no final payment obligation for the Services until such data and information have been delivered to Stantec. The Subconsultant will be fully responsible for processing and protection of such information and data until the moment of their delivery to Stantec. The Subconsultant may keep a copy of the above, subject to full compliance with this Art. 22.
- 22.3 The Subconsultant undertakes not to infringe any intellectual property right in the performance of the Services and to take exclusive responsibility in case such infringement occurs, indemnifying Stantec for any damage that may occur as a result thereof.
- 22.4 The Subconsultant expressly agrees that all documents, drawings and works produced as part of the Services, which may be protected by any law relating to projects, patents or copyrights or other rules established to protect intellectual property, have been specifically commissioned by Stantec and that all the related copyright or other exclusive property rights will be conferred solely to Stantec.
- 22.5 By signing the Agreement, the Subconsultant assigns and, in any case, transfers to Stantec the ownership of all intellectual and industrial property rights relating to any document, design or work produced as part of the Services from the moment of execution of such Services, and agrees to assist Stantec, if necessary, in the attainment of such rights and interests in an appropriate manner - at Stantec's expense - regardless of the conclusion of the Agreement.
- 22.6 Stantec shall have unrestricted right to transfer to the End Client, for his use and benefit, the ownership of any document, drawing or output provided to Stantec by the Subconsultant in relation to the Services.

## **23 INDEMNITY**

- 23.1 The Subconsultant shall indemnify and hold harmless Stantec and the End Customer and their respective directors, officers, agents and employees from and against any liability, claim, lawsuit, loss, fine, conventional penalty (including those provided for in the Master Agreement), damage, cost and expense, including, but not limited to, legal fees and judicial costs resulting from or otherwise connected with the performance of the Services or the obligations of the Subconsultant under the Agreement. The obligation imposed by this clause will in no way be limited by any restrictions on the amount or type of insurance stipulated by the Subconsultant.

## **24 INSURANCE**

- 24.1 The Subconsultant must activate, and maintain valid, the insurance policies listed below during the entire period of performance of the Services, which must be stipulated according to insurance coverage limits proportionate to the amount of the Services:
- ✓ Professional Liability
  - ✓ Third Party and Employer's Liability. In particular, such insurance policy must cover any damages to Stantec and third parties that may result from the improper performance of the Services and consequent financial losses, expenses to limit damages and the consequences of defects in the performance of the Services, damages for interruptions or suspensions of the Services themselves. This policy must also be valid in the event of gross negligence and/or wilful misconduct, for which the Subconsultant shall be liable in accordance with the law.
- 24.2 All the above insurance policies shall be concluded with major insurance companies or with those approved by Stantec. Stantec reserves the right to approve the contents of the policy and to request that it be adapted if it is not deemed appropriate for the Services to be performed.
- 24.3 The Subconsultant must provide proof of payment of premiums and send documents proving the renewal and/or extension of the above policies. The Subconsultant also undertakes not to make any changes to the policies without Stantec's prior consent.
- 24.4 In any case, the Subconsultant will be required to provide documentary evidence of its insurance obligations referred to in this Art. 24, such as insurance certificates in original, before starting the execution of the Services.

## **25 CHANGE ORDERS**

- 25.1 Stantec may, from time to time, make changes in the scope of the Services by providing to the Subconsultant a Change Order, which will specify the modifications to the original Services. The changes may consist of alterations, deletions or additions to the original Services and may reflect a change in the Services under the Agreement or any other change which Stantec considers necessary.
- 25.2 Stantec may, at any time and at absolute discretion, suspend in whole or in part the execution of the Services for a period of up to 90 days, notifying the Subconsultant with a specific Change Order. The Subconsultant must immediately interrupt the performance of the Services until Stantec gives instructions to resume the Services. The Subconsultant must take all reasonably necessary measures to ensure the safeguarding of those Services that have already been performed, in addition to carrying out any other steps indicated by Stantec.
- 25.3 Once the Change Order has been received, the Subconsultant must immediately adhere to the provisions thereof and, starting from that moment, must perform the Services based on the provisions of the Change Order. The Subconsultant will not be authorized to make any changes to the Services provided for by any Order that has not been previously approved by Stantec in form of a written document.
- 25.4 Change Orders will define, in addition to the description of the Services, any fees necessary to perform the variation and the manner in which they will be paid. Any reduction in the Services may naturally lead to a reduction in fees and possibly in the payment schedule. In any case, each variation must be subject to agreement between the Parties.

## 26 MISCELLANEOUS

- 26.1 **Governing Law:** The validity, form and execution of the Agreement and all disputes between the Parties arising therefrom or any other matter relating thereto, even if not contemplated by the Agreement, will be governed by the Italian law.
- 26.2 **Transfer of the Agreement and Subcontracting:** The Subconsultant may not transfer, assign or subcontract any of its rights or obligations described in the Agreement without Stantec's prior written consent. In any case in which the Subconsultant assigns, delegates or subcontracts any right or obligation under the Agreement, the Subconsultant will remain fully responsible for the correct fulfilment of the Agreement. The terms and conditions of subcontracting specified and authorized in the assignment conferred to the Subconsultant must require at least that his own subcontractors or assignees comply with such terms and conditions, unless otherwise authorized in writing by Stantec.
- 26.3 **Agreement:** The Agreement, including its annexes, represents the entire Assignment and full understanding between the Parties regarding the subject of the same, and supersedes all previous arrangements, understandings, negotiations, representations and discussions between the Parties, whether verbal or written, in regard to the subject of the Agreement.
- 26.4 Nothing in the Agreement is intended or shall be construed as establishing or creating an agency, a partnership, a joint venture or any other stable relationship between the Parties.