

TERMS AND CONDITIONS

*This document, hereinafter referred to as "**T&C**," governs the general conditions that users registered on this crowdttesting platform, hereinafter referred to as "**Tryber.me**," accept and undertake to comply with for the purposes of full use of this platform and in order to be involved in specific activities commissioned by UNGUESS, as defined below, in collaboration with its partners.*

DEFINITIONS

To ensure full understanding and acceptance of the **T&C**, the following terms, in the singular and plural, have the meanings indicated below:

1. **Account** means the interface containing the basic identification information provided by the Tryber for the purposes of accessing and using Tryber.me, including, but not limited to, name, surname, age, gender, residence, tax ID number, and the like;
2. **Activities** means the testing or support activities covered by the Campaigns published by UNGUESS on Tryber.me for which the Tryber can apply or for which they may be pre-selected;
3. **Booty** means a gross credit note as a Reward for the Activities carried out by the Tryber, which will be credited to the Tryber's Account in the wallet section, pending collection (so-called "cash out");
4. **Campaign** means the marketing initiative promoted by UNGUESS in order to engage the Trybers necessary to perform the Activities;
5. **Support Campaigns** refer to marketing initiatives promoted by UNGUESS that focus on the Activities carried out by Special Trybers to support various aspects of the Community's testing Activities;
6. **Testing Campaigns** refer to initiatives promoted by UNGUESS that focus on testing Activities carried out either by Tryber Testers or Security Researchers to test the product referenced in the Campaign;
7. **Code of Ethics** means the document that the User is required to accept when registering on Tryber.me, containing the set of general rules of conduct and corporate principles promoted by UNGUESS, which the User undertakes to comply with for the entire duration of the relationship;
8. **Community** means all Trybers registered on Tryber.me;
9. **The Engagement Contract** refers to all contractual documents accepted on the Platform at three different times: i) upon registration on the Platform (T&Cs; Privacy Policy; UNGUESS Code of Ethics); ii) when applying for the Campaign (Engagement Offer); iii) upon selection for the Campaign before the start of the Activities (Test Manual and any Supplementary Terms). All these contractual documents, even if accepted at three different times, form the contractual body of the Engagement Contract, used by UNGUESS to commission the Tryber to carry out the Activities covered by the Campaign.

10. **Experience** refers to research activities in the field of "ease of use" of a product and/or usability issues with respect to a given software and/or physical product;
11. **Confidential Information** means any information and news of the disclosing party provided by the same to the receiving party regarding aspects that are not in the public domain and which, due to their subject matter or other characteristics, are confidential in nature;
12. **Test Manual** refers to all operating instructions provided to the Tryber activated for the specific Campaign in order to complete the Activities, and whose acceptance is necessary in order to actually perform the Activities.
13. **Engagement Offer** means the specific conditions and characteristics of the individual Campaign, in relation to the requirements for the Tryber to participate. It is therefore represented by the descriptive text of the Campaign itself.
14. **Partner** means entities other than UNGUESS with which the Tryber may come into contact, including through collaboration in the execution of the Activities;
15. **Platform** means the Tryber.me website owned by UNGUESS;
16. **Privacy Policy** means the privacy policy that the User is required to accept when registering on Tryber.me, and through which UNGUESS informs the Community about how the data provided in relation to the use of the Tryber.me crowdteating platform is processed;
17. **Profile** means the set of sensitive and non-sensitive data contained in the Account, provided by the Tryber to allow their identification for the purposes of applying for Campaigns;
18. **Performance** refers to the contribution provided by Tryber, once activated for specific Campaigns, during the performance of Activities;
19. **Quality** refers to testing activities aimed at finding and replicating functional or graphical malfunctions in a software and/or hardware application;
20. **Security Researcher** means the Tryber, with specific and verified IT skills, selected to carry out Testing Campaigns within the scope of Security activities only;
21. **Security** refers to testing activities aimed at finding vulnerabilities in relation to the security of an application or similar;
22. **Team** refers to UNGUESS staff;
23. **Supplementary Terms** refers to any optional contractual document that must be sent to the Tryber and signed by the latter only where necessary,

as requested by the Partner, the Tryber, or where essential for specific circumstances relating to specific Activities. This supplementary document will be necessary, where requested, to contractually agree on supplementary and reinforcing aspects with respect to the contractual documentation already accepted on the Platform;

24. **Tryber** refers to the person who is registered on Tryber.me by entering their data and fully accepting the T&Cs, Privacy Policy, and Code of Ethics.
25. **Tryber Special** refers to the Tryber who has been chosen to carry out Support Campaigns within the Community, for the purpose of supporting the execution of the Community's testing Activities. The Tryber Special may carry out the following activities: coordination, technical support, administration, recruitment, and communication;
26. **Tryber Tester** refers to the Tryber who has been chosen to carry out testing campaigns, with reference, however, to Quality, Experience, and testing activities in general, which do not fall within the scope of Security-related testing activities;
27. **UNGUESS** refers to Unguess S.r.l. with registered office in Via del Chiesotto 4 - 26100 - Cremona (CR), with tax code and VAT number: 01603290196;
28. **User** means any person who accesses Tryber.me without having registered.

1) SCOPE OF APPLICATION

1. The Community will be involved by UNGUESS and its Partners through Tryber.me in the performance of Activities, with particular reference to the Quality, Experience, and Security segments.
2. UNGUESS offers Users the opportunity to register as Trybers on Tryber.me in order to be hired as testers, with the freedom to choose between the various Campaigns available there. Once selected by UNGUESS and after reporting and completing all Activities covered by the relevant Campaign, the Tryber will receive compensation in the form of Bounty based on the remuneration conditions set out in the Campaign.
3. These Terms and Conditions, together with the UNGUESS Privacy Policy and Code of Ethics, apply to all Users who register on the Platform, thereby becoming Trybers, and represent the standard contractual conditions used

by UNGUESS to contract and manage relationships with its Trybers, both for the purpose of selecting and training them for future Campaigns and for the purpose of engaging them to carry out commissioned Campaigns. Therefore, the standard contractual conditions of the Engagement Agreement between UNGUESS and the Tryber are represented by these Terms and Conditions, together with the UNGUESS Privacy Policy and Code of Ethics.

- 4.** In addition to these Terms and Conditions and the UNGUESS Privacy Policy and Code of Ethics (all three of which are accepted upon registration on the platform), Trybers shall, for the purposes of specific commissioned Campaigns, be subject to and must therefore accept the following contractual documents: - the Engagement Offer (mandatory acceptance for application to the Campaign); - the Test Manual (mandatory acceptance in order to carry out the Activities); - Supplementary Terms (optional and to be signed only if specifically sent as necessary to supplement conditions not included in the previous contractual documentation), all documents that are closely related to these Terms and Conditions. These subsequent contractual documents therefore represent the specific conditions of the Engagement Contract between Tryber and UNGUESS and, in the event of a conflict between the general conditions (T&Cs; Privacy Policy) and the specific conditions (Engagement Offer; Test Manual; any Supplementary Terms), the latter shall prevail.
- 5.** The entire Engagement Agreement, therefore, both with reference to the aforementioned Terms and Conditions and with reference to the subsequent specific contractual documents accepted on the Platform, shall also apply where the activities are carried out outside the aforementioned crowdtesting Platform, as it is therefore equally applicable, as the Tryber, in addition to being registered, will already have been hired internally on the aforementioned Platform for the relevant Campaign, through a specific procedure provided for in one of the three cases governed by Articles 2, 3, and 4 of the aforementioned Terms and Conditions.
- 6.** UNGUESS may amend these Terms and Conditions at any time, subject to notification to the Community at least 15 (fifteen) days prior to the effective date. The notification shall be validly made through only one of the following channels:

- **Email sent** to the address associated with the Tryber account, containing a summary notice and a link to the updated documents;
- **An informational pop-up** displayed upon accessing the platform, containing a summary notice and a link to the updated documents.

The use of either of the two channels is sufficient for the notification to be considered validly received. Pursuant to Article 1335 of the Italian Civil Code, the notification is presumed to be known:

- **by email**, when it is delivered to the active address currently used by Tryber;
- **by pop-up**, when Tryber voluntarily closes it (e.g., by clicking on "X").

Once the notice period has expired, the updated Terms and Conditions become effective immediately, regardless of when they are actually uploaded to the dedicated section of the platform. Publication on Tryber.me serves merely to make the updated text available and does not constitute a channel of communication. Trybers may delete their accounts within the notice period if they do not accept the new T&Cs. If the account is not deleted, **the changes are deemed to have been tacitly accepted, both by virtue of the presumption of knowledge of the communication pursuant to Article 1335 of the Italian Civil Code and in accordance with established case law on electronic contracts (including Civil Court, Section I, No. 3165/2016; Civil Court, Section II, No. 18672/2019), according to which continued use of the service after the expiry of the notice period constitutes conclusive behavior that implies tacit acceptance** of the new conditions. Furthermore, the changes will apply to Campaigns published after the effective date of the contractual updates and – only **where expressly indicated in the communication – also to previous Campaigns.**

2) CREATING A TRYBER ACCOUNT

1. The User may request UNGUESS to create a free account in their name by registering on the Platform. Once the User becomes a Tryber, they will be a member of the Community and will be able to apply for Campaigns published on the Platform and, if selected, participate in them by performing the Activities as provided for in the aforementioned Terms and Conditions and in the subsequent specific conditions represented by the

specific contractual documentation (Engagement Offer; Test Manual and any optional Supplementary Terms) accepted on the Platform.

2. Users who wish to register on the Platform must be at least 16 years of age and have fulfilled their educational obligations in accordance with the regulations of the International Labor Organization (ILO), insofar as these are compatible with the legislation in force in their country of residence. It is specified that Users who are minors shall assume full responsibility for the accuracy of the information provided when registering on the Platform, with particular reference to compulsory education requirements. Furthermore, minors are required to register on the Platform using the *email address of the person exercising parental responsibility or any guardian or legal representative appointed in accordance with the law*, or in any case with an email address to which the parent or guardian has free access, thus allowing them to constantly check the content of communications that UNGUESS sends to the minor Tryber.
3. Users are not allowed to create more than one account on the Platform. Any accounts registered by "bots" or other automated methods will not be allowed and, if identified, will be deleted.
4. The User is required to enter the information necessary to create an account in a *clear, understandable, and truthful manner*. UNGUESS reserves the right to activate an account subject to:
 - (i) the submission of appropriate and mandatory documentation proving the accuracy of the data entered, where required, and (ii) the consequent and mandatory acceptance of these T&Cs, the Privacy Policy, and the Code of Ethics on the Platform. Once the account has been activated, the Tryber is obliged to update the information and simultaneously enter the necessary changes using the Tryber's "edit data" function. It is understood that UNGUESS cannot be held liable in any way for damages resulting from the failure to enter or update information or additional changes by the Tryber, or from the entry or update of incorrect information or changes.
5. The Tryber shall be solely responsible for the security of their password, *it being similarly understood that UNGUESS shall not be held liable in any way for damages resulting from insufficient security or the inadequacy of the password provided by the Tryber for accessing and using their personal account.*

6. Through the account created, Trybers may also participate in training courses organized by UNGUESS and carried out within the same platform, in order to acquire new skills that are also useful for carrying out the Campaigns themselves.
7. UNGUESS reserves the right to delete the account and/or suspend the contractual relationship with the Tryber in the event of a breach, even partial, of the T&Cs and, in general, of the entire Engagement Agreement. In this case, the Tryber will be paid the amounts credited to their account by UNGUESS for the Activities completed. A Tryber may delete their account at any time via a specific online procedure (<https://tryber.me/my-account/?tab=options>) to be carried out on their Tryber Profile: select "Profile" from the drop-down menu on the left of the screen; once the Profile section is open, select "Settings"; scroll down to the bottom of the settings page and select "Delete your account"; once you have selected "Delete your account," a menu will open to confirm the deletion of the account and to indicate the reasons for your choice, proceeding in this way to the deletion, which will be irreversible.
The Tryber's freedom to delete their account at any time is subject to compliance with the withdrawal procedures provided for only if the Tryber has been selected and activated for a specific Campaign.
8. Each Tryber may delete their account unconditionally, free of charge, and without notice, **except when the Activities covered by the Campaign for which the Tryber was hired are in progress.** In this case, the withdrawal procedures set out in Article 6, paragraph 10 of the aforementioned Terms and Conditions shall apply.
9. Information and data subject to statutory retention periods (e.g., credit notes) will only be deleted after the statutory retention period has expired. All other data will be deleted when the relevant account is deleted.

3) MANAGEMENT OF THE SELECTION AND ENGAGEMENT OF TRYBER TESTERS FOR CAMPAIGNS

1. Trybers will be able to view the various Quality, Experience, or other similar

initiatives available on the Platform only if they are eligible for the respective application, based on both the information entered by the Tryber in their Profile and the training courses promoted by UNGUESS in which they have participated.

At this point, the Tryber will be able to apply for the various Activities promoted by UNGUESS. The Team will carry out a specific check to verify that the Tryber possesses the characteristics required to participate in the specific Campaign. This check will consist of selecting the potential Tryber Tester based on the Team's request to provide both any documentation proving that they meet the requirements and additional information to their Profile, in order to determine their involvement in the Campaign.

2. Trybers who pass the selection phase to participate in a single campaign will be given the Test Manual (and, if necessary, the Supplementary Terms), acceptance of which is a necessary condition for their effective participation in the single campaign, thus becoming official Tryber Testers. UNGUESS undertakes to provide the Test Manual in such a way as to allow the Tryber to fully and consciously accept the Activities (e.g., number of server accesses, number of feedback to be provided, and related useful timelines).
3. Acceptance of a Campaign by the Tryber Tester will take place upon review and acceptance of the Test Manual **and, only if necessary**, upon signing the Supplementary Terms, thus completing the engagement procedure. Only after acceptance of the final contractual document forming the Engagement Contract between UNGUESS and the Tryber Tester will the services covered by the Campaign be performed. In this sense, the Tryber Tester will be entitled to the corresponding service from UNGUESS, i.e., payment of the fee, only if the Tryber Tester's service is provided in a timely manner and complies with all the requirements and conditions specified in the Test Manual, thus qualifying as a Compliant Service and not as an Improper Service. Therefore, once the Tryber Tester has performed their service, UNGUESS will proceed to verify the Tryber Tester's work in relation to each individual Campaign. Final approval will be provided by UNGUESS directly to the Tryber's Account, once *the outcome* of the latter's performance of the Activities has been verified, making the remuneration, initially credited as a reserve, available on their Account.
4. The Tryber Tester will destroy all documentation made available after the Campaign has ended. This also applies to applications that have been

made available to them for the performance of the Activities concerned.

4) MANAGEMENT OF THE SELECTION AND ENGAGEMENT OF SPECIAL TRYBER FOR CAMPAIGNS

1. The Tryber Tester will be able to view the various Support Campaigns for Tryber Specials proposed by UNGUESS only if they are eligible for the respective application, based on both the information entered in their Profile and the training courses promoted by UNGUESS in which they have participated.

At this point, the potential Tryber Special will be able to apply for the various Support Campaigns promoted by UNGUESS. The Team will carry out a specific check to verify that they meet the requirements for participation in the specific Campaign. This check will consist of selecting the potential Tryber Special based on the Team's request to provide both any documentation proving that they meet the requirements and additional information to their Profile, in order to determine their involvement in the Campaign.
2. Trybers Special who pass the selection phase to participate in a single campaign will be given the Test Manual (and, if necessary, the Supplementary Terms), acceptance of which is a necessary condition for their effective participation in the single campaign, thus becoming official Trybers Special.

UNGUESS undertakes to provide the Test Manual in order to allow the Tryber to fully and consciously accept the Activities (e.g., access data, data for software applications such as apps).
3. Acceptance of a Campaign by the Tryber Special will take place upon review and acceptance of the Test Manual, **as well as, only if necessary,** the signing of the Supplementary Terms, thus completing the engagement procedure. Only after acceptance of the last contractual document forming the Engagement Contract between UNGUESS and the Special Tryber will the services covered by the Campaign be performed. In

this sense, the Tryber Special will be entitled to the corresponding service from UNGUESS, i.e., payment of the fee, only if the Tryber Special's service is provided in a timely manner and complies with all the requirements and conditions specified in the Test Manual, thus qualifying as a Compliant Service and not as an Improper Service. Therefore, once the Tryber Special has performed its service, UNGUESS will proceed to verify the work of the Tryber Special with reference to each individual Campaign. Final approval will be provided by UNGUESS directly to the Tryber's Account, once *the outcome* of the latter's performance of the Activities has been verified, making the remuneration, initially credited as a reserve, available on their Account.

4. The Tryber Special will destroy the "Data" made available after the completion of the project. This also applies to applications that have been explicitly made available, such as apps.

5) MANAGEMENT OF THE SELECTION AND ENGAGEMENT OF THE RESEARCHER FOR CAMPAIGNS

1. Trybers who are regularly registered on the platform and possess particular skills in the field of cybersecurity, included in their Tryber profile, are invited by UNGUESS to participate in the selection process to become Security Researchers, thus enabling them to apply for specific campaigns related to security.
2. The aspiring Security Researcher, identified by UNGUESS, will receive an email from the UNGUESS internal team containing a profiling form aimed at assessing the candidate's skills and professional profile. During the profiling step, the candidate has the opportunity to indicate any cybersecurity certifications they possess, as an optional and certifying requirement. Once the profiling form has been completed and sent by email, the UNGUESS team will evaluate the application based on the answers provided in the profiling form, and if these answers meet the requirements for carrying out Security Campaigns, the candidate researcher will become an approved Security Researcher.
3. Before being hired for Security Campaigns, the approved Security Researcher must undergo a specific identity verification process. To this

end, the approved researcher receives an email from the UNGUESS team containing a link to proceed with KYC verification (identity verification procedure through specific global identity verification service providers Shufit Pro, Award-winning Global Identity Verification Platform). If the identity verification conducted by the above-mentioned providers successfully identifies the Security Researcher, the approved researcher becomes a verified Security Researcher, automatically and instantly obtaining verified status and thus being eligible for engagement in Security-related Campaigns.

4. Once the Security Researcher has completed the respective approval and verification procedures, they will be able to view the Campaigns relating to Security Activities and apply for them. Furthermore, only if they possess the specific characteristics indicated in the Engagement Offer, contained in the description of the individual Campaign, will they be hired to carry out the activities covered by the Campaign itself.
5. Security Researchers who pass the selection phase to participate in a single Campaign will be given the Test Manual (and, if necessary, the Supplementary Terms), which they must accept in order to participate in the single Campaign, thus becoming official Security Researchers.
6. UNGUESS undertakes to provide the Test Manual in such a way as to allow the Tryber to fully and consciously accept the Activities (e.g., number of server accesses, number of feedback to be provided, and related useful timelines).
7. The Security Researcher will accept a Campaign by reviewing and accepting the Test Manual **and, only if necessary**, signing the Supplementary Terms, thereby completing the engagement procedure. Only after acceptance of the final contractual document forming the Engagement Contract between UNGUESS and the Security Researcher will the services covered by the Campaign be performed. In this sense, the Security Researcher will be entitled to the corresponding service from UNGUESS, i.e., payment of the fee, only if the Security Researcher's service is provided in a timely manner and complies with all the requirements and conditions specified in the Test Manual, thus qualifying as a Compliant Service and not as an Improper Service. Therefore, once the Security Researcher has performed their service, UNGUESS will proceed to verify the work of the Security Researcher with reference to each individual Campaign. Final approval will be provided by UNGUESS directly on the

Tryber's Account, once *the outcome* produced in the performance of the Activities by the latter has been verified, making the remuneration, initially credited as a reserve, available on their Account.

8. The Security Researcher will destroy the "Data" made available after the completion of the project. This also applies to applications that have been explicitly made available, such as apps.

6. GUARANTEES, COMMITMENTS, AND RESPONSIBILITIES OF TRYBER DURING THE EXECUTION OF CAMPAIGNS

1. The Tryber undertakes to maintain secrecy towards third parties with regard to the data and information that has come to its knowledge in connection with the execution of a Campaign, and to use this information *exclusively* for the purposes of the service. This is in accordance with Article 9 below, which provides for the Tryber's obligation of confidentiality.
2. The Tryber declares and guarantees that for the entire duration of the Campaign, the activity will be carried out in compliance with the laws in force in Italy, the regulations and legislation of the European Community, as well as the laws, regulations, and instructions of the supervisory authorities specific to the banking, financial, and insurance sectors applicable to the Activities themselves and, therefore, in full compliance with the regulations in force from time to time.
3. In particular, any result of the Tryber's work protected by Italian law and international copyright laws shall belong exclusively to UNGUESS. Specifically, UNGUESS is granted the exclusive right to use the results of the work carried out by the Tryber in relation to the Activities commissioned through the aforementioned platform. In particular, at the end of the Tryber's activity, the exclusive right of use shall be transferred to UNGUESS.
4. In particular, the Tryber guarantees compliance with the provisions on third-party copyright, moral rights, other trademark rights, or any other relevant rights under Italian law. The Tryber shall be responsible for reimbursing any expenses that may arise for UNGUESS as a result of claims

for damages from third parties that are justified in relation to the content created by the Tryber. This shall not apply if the Tryber proves that they are not responsible for any infringed rights and that they acted in good faith and not with intent, gross negligence, or fault, and that the infringement was due to causes not attributable to them. It is expressly noted that UNGUESS reviews the services provided by the Tryber as part of its quality assurance measures, in particular with regard to copyright infringement.

5. The Tryber **is aware of the liability that may arise from the Activities and, by accepting these T&Cs, undertakes to bear the related risks arising therefrom. The Tryber therefore expressly accepts any possible financial and other consequences directly or indirectly connected with the Activities performed by him/her.** However, in the event of Tryber's liability not being intentional or characterized by gross negligence (gross negligence includes situations so gross that they could have been avoided by anyone with a minimum of care), liability is limited to a maximum of 10 times the value of the fee due for the performance of the Activities. However, if the Engagement Offer or any Supplementary Terms, where applicable, indicate a different maximum limit in relation to the nature of the specific Activities to be performed, the maximum limit specifically indicated in the Engagement Offer or any Supplementary Terms shall prevail.
6. In particular, the Parties agree that UNGUESS shall be liable only for acts for which it is directly responsible due to wilful misconduct or gross negligence (acts caused intentionally or caused by situations so gross that they could have been avoided by anyone with a minimum of care), with the specific exclusion of any other circumstance.
7. This assignment, which for the Tryber qualifies as an independent activity in the service of UNGUESS, may be performed either occasionally or habitually, without any form of employment by UNGUESS or its clients, thus guaranteeing only the final result and allowing the Tryber to organize their work schedule independently. However, this organization, managed independently by the Tryber, must not prejudice the achievement of the agreed final result, on the basis of which UNGUESS may therefore agree with the Tryber, through the aforementioned platform, on certain aspects relating to the performance of the activities, in order to ensure compliance with the obligation to achieve the final result assumed.

8. Trybers hired on an occasional basis without a VAT number for a single Campaign shall be required, before receiving payment, to notify UNGUESS if they have earned more than €5,000.00 (gross) per year in compensation for activities of the same nature as those for which they were hired, received from other clients during the same year. If so, the Tryber will be required by law to register for VAT, and UNGUESS will only be able to pay the Tryber after the latter has issued an invoice.
9. In carrying out the Campaign, the Tryber undertakes to comply not only with the principles of conduct contained in the UNGUESS Code of Ethics (accepted upon registration on the platform), but also with the content of the Organizational and Management Model 231 (hereinafter Model 231, of which the Code of Ethics is an integral part, and which can be consulted at the following link: <https://unguess.io/it/modello-231/>) adopted by the Company in order to prevent the commission of the offenses provided for by Legislative Decree 231/2001. Failure to comply with the UNGUESS Code of Ethics and Model 231 is grounds for termination of the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code and will result in the imposition of appropriate disciplinary sanctions (provided for by the sanctioning system of Model 231 itself) with a respective claim for damages pursuant to Article 1218 of the Italian Civil Code.
10. The Tryber undertakes to comply, only from the exact moment in which they are selected for a Campaign, with the obligation to give 30 days' notice for the exercise of unilateral withdrawal, provided for both Parties, and to ensure the performance of activities until the effective date of the withdrawal itself. **However, in the event of failure by the Tryber to comply with the notice obligation, UNGUESS shall be entitled to obtain from the Tryber compensation in the form of a penalty equal to 50% of the value of the income that UNGUESS would have obtained from its Partner through the provision of the services covered by the Campaign. The value of such compensation may be reduced at the sole discretion of UNGUESS, only where it deems it necessary in view of the actual damage caused and the actual economic capacity of the Tryber.**

7) COMPENSATION

1. Once the Tryber has completed the activities covered by the Campaign, a *provisional* credit note is issued to the Account, according to the terms specified in the Campaign description. After final approval of the Tryber's work by UNGUESS, the provisional credit note is converted into *Booty* in the Tryber's account, in accordance with the remuneration terms specified in the description of the Activities. The Tryber must collect the amount credited to their account by sending a specific payment request within 12 months from the date on which the *Booty* becomes available in the wallet section. Pursuant to Article 2966 of the Italian Civil Code, this term constitutes **a conventional forfeiture**, expressly accepted by the Tryber upon acceptance of these Terms and Conditions. UNGUESS considers this term essential for the proper accounting, tax, and financial management of the company, in order to avoid the accumulation of uncollected credits over several years due to the Tryber's inaction. The credit is recognized and accounted for at the time the *Booty* is credited; the forfeiture affects only the possibility of requesting collection after the deadline. Once the deadline has passed, the right to payment is irrevocably extinguished, and the Tryber shall have no further claim of any kind, except in the case of proven causes not attributable to the Tryber, **other than disputes relating to the receipt of the communication**, and documented by suitable objective evidence, in relation to which a reinstatement of the deadline may be considered. This clause also applies to *Booty* accrued **prior to the introduction of the forfeiture clause**, as communicated to Trybers by email, and as expressly or tacitly accepted by Trybers pursuant to Article 1.6 of these Terms and Conditions.
2. The Tryber may check the status of credit notes on their Account at any time.
3. Payment will be subject to the provision of all information necessary for the issuance of an invoice in the case of Trybers with a VAT number, or the issuance of a simple receipt in the case of Trybers who are not required to have a VAT number. In both cases, Trybers may receive payment either through the PayPal online payment system or by providing their IBAN.

8) DATA PROTECTION

1. UNGUESS has the right to collect, process, and use the data received from the Tryber both in relation to the registration, profiling, and selection of the Tryber and in relation to the execution of the Activities covered by the specific Campaign, all in accordance with the provisions of the law and to the extent *strictly* necessary for the proper management of the entire engagement relationship between the Tryber and UNGUESS. No data will be transferred to third parties by UNGUESS without the express consent of the Tryber, unless UNGUESS itself is authorized or required to do so by law. For a detailed description of the privacy provisions, please refer to the Privacy Policy, which must be accepted by the Tryber, separately from these T&Cs, at the time of registration.

9) CONFIDENTIALITY OBLIGATION

1. Obligations and restrictions:

- the Tryber shall not disclose any Confidential Information to third parties that has come to their knowledge during their relationship with UNGUESS or its Partners, with the exception of persons who need to be made aware of such information for the proper and complete performance of the Activities and who are in any case aware of the Tryber's confidentiality obligations towards UNGUESS and its Partners;
- Confidential Information may be disclosed, reproduced, summarized, or distributed only within the scope of the individual Campaign, unless otherwise specified;
- the Tryber shall keep the Confidential Information shared by UNGUESS or its Partners within the Campaigns secure;
- The Tryber shall not use the Confidential Information shared for any purpose outside the scope/purpose of the Activities, with particular reference to all documentary material marked with the Company's trademark.
- Trybers shall not disclose to third parties, even after the conclusion of the aforementioned testing activity, any data, production

techniques, patents, inventions, work procedures, or other information that they have become aware of during the Campaign, including information and data belonging not only to UNGUESS but also to third parties, such as the company that owns the Know-How shared during the Campaign, i.e., the Partners.

2. Rights and remedies:

a) the Tryber shall return all originals, copies, reproductions, and summaries of Confidential Information, at the request of UNGUESS, or certify that they have been destroyed;

b) the Tryber shall indemnify and hold harmless UNGUESS and each of their officers, directors, employees, agents, and licensees from and against any loss, claim, damage, liability, cost, and expense (including reasonable legal fees) arising in any way from a breach of confidentiality directly or indirectly attributable to him;

c) Furthermore, the Tryber shall provide UNGUESS with all assistance and cooperation requested in the event of any claim or dispute in this regard.

10) INDEPENDENCE BETWEEN THE PARTIES

1. Nothing in the T&Cs shall be construed to constitute either party as a partner, joint venturer, agent, or employee of any other party, nor shall either party have the authority to bind the other in any way, it being understood that each party shall remain an independent contractor responsible for its own actions.

11) SUCCESSORS AND ASSIGNS

1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.
2. Neither party may assign its rights or obligations hereunder.

12) SEVERABILITY

1. Any provision of the T&C that is invalid, illegal, or unenforceable shall be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions or rendering such or any other provision of the T&C invalid, illegal, or unenforceable.

13) APPLICABLE LAW AND JURISDICTION

1. The T&C and, therefore, all contractual documents that form the entire Engagement Agreement, represented, therefore, also by the provisions contained in the Engagement Offer, the Test Manual, and any optional Supplementary Terms, shall be governed and interpreted, also with reference to any provisions on conflict of laws, in accordance with the laws of the Italian state.
2. In the event of disputes arising from or in connection with this Engagement Agreement, the parties shall submit the dispute to ordinary mediation proceedings pursuant to Legislative Decree 28/2010. The request for mediation shall be submitted to the mediation body, among those listed in Article 16 of Legislative Decree 28/2010, in the place of the court with territorial jurisdiction over the dispute. If the dispute is not resolved through this mediation procedure within 60 days of the submission of the request for mediation, or within any other period of time that the parties may agree in writing, the dispute shall be submitted to ordinary proceedings and referred exclusively to the Court of Cremona.

14) WAIVERS

1. No delay or omission by either party to the T&Cs in demanding performance of any obligation of the other party hereunder, or in exercising any right under the T&Cs, shall constitute a waiver of any provision or of any right or rights hereunder. The waiver, omission, or delay in demanding performance or exercising any right hereunder shall not be construed as an impediment or implied waiver of such performance or right, or of any right or remedy under the T&C.

15) NOTICES AND COMMUNICATIONS

1. Any official notices and communications addressed to Trybers by the

UNGUESS Team, including notifications, updates, and notices relating to the Tryber.me platform and these Terms and Conditions (T&C), may be made via:

- Email sent to the address associated with the Tryber account
 - Pop-up notification system within the Tryber.me platform
2. These methods of communication are to be considered valid and fully effective pursuant to Article 1335 of the Civil Code, as they are electronic notification tools suitable for ensuring that the recipient is aware of the content.
 3. Formal requests, as provided for in the T&C, including any official communications from Tryber, must be sent to the UNGUESS Team by registered mail with return receipt or certified email (PEC) to the following address:

UNGUESS S.r.l. Via del Chiesotto 4, 26100 Cremona (CR), Italy PEC:

alternatively

lucamanara@pec.it

4. For requests for clarification, information, or assistance, with particular reference to the T&C, the User and Tryber may contact the Tryber Team at any time by writing to one of the following addresses:
 - legal@unguess.io
 - support@tryber.me
 - info@unguess.io
5. UNGUESS undertakes to respond within a reasonable period of 3 (three) working days, except in cases of emergency or technical impediments.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Tryber declares that they have read, understood, and expressly accept the entire content of the aforementioned Terms and Conditions, and in particular: Article 7. "COMPENSATION" in relation to paragraph 2; Article 6 "GUARANTEES, COMMITMENTS AND RESPONSIBILITIES OF TRYBER FOR THE EXECUTION OF CAMPAIGNS" in relation to paragraphs 5 and 10.