
 Company of 	Quality Management System of Ali S.p.A.	TYPE OF DOCUMENT	
		TEMPLATE	
	TEMPLATE FEA – LEGAL PERSON	CODE	REVIEW
		MO 56_en	01 of 11.01.2023

**AGREEMENT FOR ADHESION TO THE ADVANCED ELECTRONIC SIGNATURE SOLUTION OFFERED BY ALI S.P.A.**

**Between**

**Ali Agenzia per il Lavoro S.p.A.**, with registered office in Rome, via Nazionale 172, C.F. e P. Iva 05347681008, enrolled with the Register of Companies of Rome, in person of \_\_\_\_\_, ("**Agency**")

**and**

\_\_\_\_\_, with registered office/resident in \_\_\_\_\_,

C.F. e P.IVA \_\_\_\_\_ enrolled with the Register of Companies of \_\_\_\_\_,

in person of \_\_\_\_\_ ("**Contractor**")

Each individually "Party"; jointly "Parties"

**Section 1**

**Identification of signatory on behalf of Contractor**

Name \_\_\_\_\_ Surname \_\_\_\_\_

Tax ID \_\_\_\_\_ E-mail \_\_\_\_\_

Mobile phone \_\_\_\_\_

**Identity card (Annex A):**

Type \_\_\_\_\_ Number \_\_\_\_\_ Expiry date \_\_\_\_\_

**As pro tempore legal representative of the aforementioned Contractor**

**Section 2**

**Agreement for the adhesion to the Advanced Electronic Signature solution offered by Ali S.p.A.**

**Given that**

a) The Parties have already entered into or are about to enter into contractual relations within the scope of the Agency's activities, which provides work administration services (outsourced work).

b) In order to enter into new contracts, agreements amending previous contracts, and any other agreements relating to present or future contractual relationships, the Parties - on the initiative of the Agency, which equipped itself with an innovative advanced electronic signature system to be made available to its contractual counterparts - by this agreement ("Agreement"), in its respective Sections 1 and 2 and relevant Annexes, wish to agree on the modalities for the expression of their mutual consent, in accordance with the electronic signature system made available by the Agency.

This being stated, the Parties agree as follows:



**1. Object**

1.1 By this Agreement, the Parties agree to make exclusive use, both in any existing contractual relationship and in any future contractual relationship between them, for the purposes of the signature and thus the expression of their consent, of the advanced electronic signature method made available by the Agency, free of charge, and better described in the following Art. 2: a method equivalent according with the law - in particular, by virtue of Legislative Decree No. 82/2005 ("CAD") and its implementing legislation - to the written form, pursuant to and for the purposes of Art. 1350 of the Italian Civil Code.

**2. Agency's Advanced Electronic Signature Solution**

2.1 For the purposes of Art. 1, the Agency shall make available to the Contractor an advanced electronic signature mode ("Solution") the operation of which is best described in the Operations Manual present at <https://alilavoro.it/fea> and that the Agency reserves the right to modify at any time, informing the Contracting Party accordingly. The Agency declares to be equipped with special insurance coverage, as required by current legislation, whose data shall be made available upon request of the Contractor.

2.2 In order to use of the Solution, Contractor undertakes to use it exclusively in any relationship with the Agency and undertakes unconditionally to follow the procedures provided to this purpose, in the Operating Manual - which also governs the forms and methods of revocation of consent - or in another form communicated to him. The Contractor undertakes, therefore, to comply with the procedures provided to this purpose, by way of example by selecting and registering appropriate credentials, carrying out any previous identification should it prove necessary, as well as by entering the data of telephone/mobile devices to be associated with the system, in order to ensure the unique connection of the signature device to the signatory, as best provided for in the following

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Art. 4 and according to the identification data referred to in Section 1 and, where appropriate, in Annex B to this Agreement. The consent given by the Contractor with this Agreement therefore constitutes a declaration of acceptance of the use of the Solution by the Contractor itself. For the same purpose, by subscribing to this, the Contractor acknowledges that it has read and accept the "Privacy Policy pursuant to the GDPR", present at <https://alilavoro.it/fea>.

**2.3** The Contractor declares itself aware that for the use of the Solution with this Agreement is required to provide, as in fact provides, his (or, in the case of legal person, its delegates) telephone numbers and other references, committing - in compliance with the Operating Manual - to the immediate communication to the Agency of any change should occur. It is understood that, even in the case of delegates of the Contractor, the telephone numbers or other references of the Contractor or their delegates will be indicated by the Contractor also in Annex B, and, in this case, must also be in identical terms confirmed, multiple and distinct references remaining forbidden, by the appropriate declaration signed by each delegate and/or coincide with those referred to in this Agreement. In case of discrepancies, the Contractor is aware that the use of the Solution shall not be authorized, in whole or in part, due to the same discrepancies, while it shall be immediately enabled - and therefore this Agreement have immediate effect - limited to the correct and corresponding data. In order to complete the process of adhesion to the Solution also for the incorrect parts, it will therefore be necessary to stipulate further appropriate models, modifying and/or replacing the previous ones, eliminating the new discrepancies.

**2.4** Under no circumstances may the Contractor use the Solution for purposes other than those referred to in this Agreement.

**2.5** Furthermore, as is best provided for in the Operating Manual, the Contractor is aware that any misuse of the Solution is prohibited, such as copying, modification, resale, decompilation - also through assembler -, as well as any other reverse engineering operation relating to the Solution, and the deactivation, compromise or destruction of the Solution.

**2.6** The Agency, as the owner of the Solution, represents that the Contractor, in accordance with the procedures provided for in the Operations Manual, will receive freely and free of charge a copy of this Agreement as well as any agreements signed through the Solution, also being able to address to the Agency any request for information and clarifications, in accordance with the methods and/or references referred to in the Operational Manual.

### **3. Identification and information of the Contractor for the use of the Solution**

**3.1** As required by applicable legislation, for the purposes of using the Solution, the Agency provides with this Agreement to identify in a certain way the user/ Contractor through a valid ID, and if, in the case of a legal person, identifying all of the respective delegates, all of them as resulting from Section 1 above, or, where appropriate also for additional delegates, from Annex B.

**3.2** The Contractor, for the purpose of using the Solution, declares that it has read and understood this Agreement, as well as the Operating Manual, regarding the exact terms and conditions related to the use of the Solution.

### **4. Storage**

**4.1** As required by applicable legislation, in addition to the Solution, the Agency also provides the Contractor the storage service of the documentation signed with the Solution, for the lapse of time required by applicable legislation, ensuring integrity within these limits, un-modifiability and legibility of the documentation itself.

### **5. Disclaimer**

**5.1** Also in consideration of the free of charge availability of the Solution as well as of the conservation activity referred to in point 4 above, any liability of the Agency towards the Contractor is excluded, unless the latter provides concrete evidence that any error falls within the Agency's sphere of influence and was caused by a willful misconduct or gross negligence on the part of the Agency or its delegates.

\_\_\_\_\_ , \_\_\_\_\_

**Annex A:** Identity card;

**Annex B:** Form for the identification of additional delegates to use the solution on behalf of the Contractor

**The Agency – Ali Agenzia per il Lavoro S.p.A.**

**The Contractor**

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Contractor expressly approves the following clauses: - art. 5.1, for which "Also in consideration of the free of charge availability of the Solution as well as of the conservation activity referred to in point 4 above, any liability of the Agency towards the Contractor is excluded, unless the latter provides concrete evidence that any error falls within the Agency's sphere of influence and was caused by a willful misconduct or gross negligence on the part of the Agency or its delegates".

\_\_\_\_\_ , \_\_\_\_\_

**The Contractor**

\_\_\_\_\_