

GLOBAL MASTER LEASE AND FINANCING AGREEMENT

This Global Master Lease and Financing Agreement (together with Annex 1 and 2 and Exhibits A to D), and together with the addenda for those countries listed on Annex 1 (each a "Country Addendum" and collectively, the "Country Addenda") attached to and made a part of this agreement (this "Agreement"), dated as of 11th of July 2022, is by and between HPFS Rental S.r.l. ("Lessor", "we", "us" or "our") and IVECO SPA ("IVG") also on behalf of its worldwide Affiliates (hereinafter referred to as "Lessee Affiliate(s)" as defined in Section 1 (b) below, and together with IVG as "you" or "your"), and can be identified by Global Agreement Number 31751/S.

1. MASTER AGREEMENT; AFFILIATES; COUNTRY SPECIFIC TERMS.

(a) **Master Agreement.** This Agreement states the general terms and conditions upon which in any country listed in Annex 1 in which we can do leasing and/or financings we or Lessor Affiliates (as defined in paragraph (b) below) will: (i) lease to you or Lessee Affiliates and you or Lessee Affiliates will lease from us items of tangible equipment ("Hardware"), copies of computer software programs owned or licensed by us ("Software") or both (such Hardware and Software collectively, "Equipment"); and (ii) provide financing to you or Lessee Affiliates for software program license fees, maintenance fees, fees for services and other one-time costs and charges ("Financed Items") you or Lessee Affiliates desire to finance under this Agreement.

(b) **Affiliates.** You understand and agree that we or any subsidiary corporation, or any affiliate corporation that is controlled or owned by, or is under common control or ownership with, us (individually, a "Lessor Affiliate" and, collectively, "Lessor Affiliates") will, as a lessor, execute Schedules (as defined in Section 2(a) below) under this Agreement, in which event the terms and conditions of the applicable Schedule and this Agreement as it relates to the lessor under such Schedule will be binding upon and will inure to the benefit of us or such Lessor Affiliate signing such Schedule as lessor, as well as any successors or assigns of such lessor. You agree that we may disclose any information provided by you in relation to a Material Agreement to any Lessor Affiliate. We understand and agree that you or any subsidiary entity or branch, or any affiliate entity that is controlled or owned by, or is under common control or ownership with, IVG or its ultimate shareholder (individually, a "Lessee Affiliate" and, collectively, "Lessee Affiliates"), will as a lessee, execute Schedules as defined in Section 2(a) below) under this Agreement in which event the terms and conditions of the applicable Schedule and this Agreement as it relates to the lessee under such Schedule will be binding upon and will inure to the benefit of you or such Lessee Affiliate signing such Schedule as lessee, as well as any successors or assigns of such Lessee Affiliate (subject to the provisions of Section 22). In the case of such a Schedule executed by a Lessee Affiliate, such Lessee Affiliate will be deemed, for purposes of that Schedule, to be "you" under this Agreement as it relates to the lessee under such Schedule and, in the case of a Schedule executed by a Lessor Affiliate, such Lessor Affiliate will be deemed, for purposes of that Schedule, to be "us" under this Agreement as it relates to the lessor under such Schedule. For the avoidance of doubt, we understand and agree that the observance and performance when due of the obligations of the Lessee Affiliates shall be borne exclusively by the relevant Lessee Affiliate, whether now existing or later arising, under all such Schedules and you shall not be jointly liable for the obligations of any such Lessee Affiliate.

(c) **Country Specific Terms.** We and you agree that this Agreement will govern Leases and Financings in the countries listed on Annex 1 and that the terms and conditions in the Country Addendum and Schedule for a particular country are unique to that country and apply only to Schedules where the Equipment is located and/or the Financed Items are incurred by you in that country. If you and we agree, additional countries may be added to Annex 1. Each reference in this Agreement to a Schedule is a reference to that document in the form attached :

- (i) as Exhibit A to this Agreement for Leases entered into using the "Standard Procedure" (as described in Annex 2); or
 - (ii) as Exhibit D to this Agreement for Leases entered into using the "Consolidation Procedure" (as described in Annex 2)
- and as modified by the applicable Country Addendum or as otherwise agreed by a Lessor Affiliate and Lessee Affiliate.

(d) **Fundamental Agreements.** In this Agreement, "Fundamental Agreements" shall mean this Agreement, each Schedule and Acceptance Certificate, any extensions, renewals or amendments and all other related instruments and documents.

2. COMMENCEMENT.

You may enter a lease of particular Equipment ("Lease") or a financing of particular Financed Items ("Financing") or both when you and we execute a completed Schedule describing each item of Equipment and/or Financed Item and incorporating this Agreement by reference. "Schedule" means a Schedule executed by you and us pursuant to this Section 2. If a completed Schedule is signed by you and us, and an Acceptance Certificate in the form of Exhibit B for Leases entered into using the "Standard Procedure" (as described in Annex 2) or in the form of Exhibit C for Leases entered into using the "Consolidation Procedure" (as described in Annex 2), as modified by the applicable Addendum, accepting Equipment or Financed Items described in that Schedule is executed by you and delivered to us, we agree to: (i) purchase any Equipment described in that Schedule and that Acceptance Certificate and enter into a Lease of that Equipment with you; and (ii) fund any Financed Items described in that Schedule and that Acceptance Certificate and enter into a Financing of those Financed Items with you. We have no obligation to purchase any Equipment or fund any Financed Items unless we

have received an Acceptance Certificate in respect of that Equipment or those Financed Items, respectively, executed by you before the Pricing Expiration Date specified in the Schedule. You have no obligation to lease any Equipment unless we have received an Acceptance Certificate in respect of that Equipment or those Financed Items, respectively, executed by you before the Pricing Expiration Date specified in the Schedule. Each Schedule will constitute a separate Lease and/or Financing. If specific terms of a Schedule conflict with the terms of this Agreement, the provisions of the Schedule will control.

3. ACCEPTANCE; INITIAL TERM AND TERM.

(a) **Acceptance.** As soon as reasonably practicable after Equipment and, if applicable, related Financed Items, are delivered to you, you agree to inspect them to determine if they are in good working order or otherwise acceptable to you. **On the date that you have completed such inspection, you will unconditionally and irrevocably accept all Equipment under a Lease and, if applicable, all related Financed Items subject to a Financing (the "Acceptance Date"); however, you are not required to accept any non-conforming Equipment or Financed Items.** You will evidence that acceptance by executing and delivering to us a properly completed Acceptance Certificate as soon as practicable after a satisfactory inspection is capable of being completed, or, where you only enter into a Financing without also entering into a Lease, on or before the date on which we make funds available to the Seller of that Financed Item to pay for that Financed Item or to you to reimburse you for your payment of that Financed Item (the "**Funding Date**").

(b) **Initial Term of Leases and Term of Financings.** The Initial Term of each Lease and, if applicable, the Term of any related Financing stated in and evidenced by a Schedule will begin on the Acceptance Date of the Equipment subject to that Lease and will continue for the period described in the applicable Schedule; the Term of each Financing stated in and evidenced by a Schedule that is unrelated to any Lease will begin on the Acceptance Date for the related Financed Items and will continue for the period described in the applicable Schedule.

4. **END-OF-LEASE-TERM OPTIONS.** You will have the following options for each Lease at the end of the Initial Term and any renewal term provided that: (i) no Lessee Default has occurred and is continuing or has been remedied by you or waived by us; and (ii) further provided that you have delivered to us a written notice ("**End-of-Term Notice**") at least 60 (sixty) days prior to the expiration of the Initial Term or any renewal term of your election pursuant to this Section 4 specifying with particularity the items of Equipment for which you have made your election:

(a) **Renewal.** You may elect to renew the Lease with respect to any or all of the Equipment then subject to such Lease (other than items of Software that may not be re-leased by us under the terms of any applicable license agreement) pursuant to such terms and conditions to be separately agreed between us and you within 30 (thirty) days after notice is given by you under this Section 4. In the event of such an election, you will enter into a mutually agreeable renewal agreement with us ("**Renewal Agreement**") on or before the last day of the then applicable term confirming the items of Equipment as to which the Lease will be renewed, the period for which the Lease will be renewed, and the amount of Rent and the times at which such Rent will be payable during the renewal term.

(b) **Return.** You may elect to return any or all of the Equipment then subject to such Lease in accordance with Section 9 of this Agreement.

(c) **Automatic Return.** If you fail to deliver an End-of-Term Notice to us at least 60 (sixty) days prior to the expiration of the Initial Term or any renewal term, you will return the Equipment to us in accordance with Section 9 of this Agreement.

(d) **Automatic Renewal.** If: (i) you fail to return the Equipment to us in accordance with Section 4(c), or (ii) you deliver an End-of-Term Notice to us with respect to a Lease, but subsequently fail to comply with your obligations as specified in this Section 4, then the Initial Term or the applicable renewal term will, without any additional notice or documentation, be automatically extended for successive one month periods, unless either party gives the other party 60 (sixty) days prior written notice that it intends to terminate the Lease at the end of the Initial Term, at the end of the applicable renewal term or during the month-to-month automatic extension period. For each calendar month that the Initial Term or applicable renewal term is automatically extended under this Section 4(d), you will pay Rent on a monthly basis in an amount equal to the monthly Rent payment in effect immediately prior to the extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent otherwise payable other than on a monthly basis), and all other provisions of this Agreement will continue to apply.

We agree to provide you with notice at least 120 (one-hundred twenty) days prior to the expiration of the Initial Term that an End-of-Term Notice from you is due; however, our failure to provide this notice shall not relieve you of your obligations or liabilities under this Agreement or any Schedule.

Notwithstanding any of the provisions of this Section 4 to the contrary, if any Lessee Default has occurred and is continuing at any time during the last 60 (sixty) days of the then applicable term of any Lease, we may cancel any renewal term or automatic extension of the then applicable term immediately upon written notice to you. Upon a termination, the Equipment then subject to such Lease must be returned to us in accordance with Section 9 of this Agreement.

5. **RENT; LATE CHARGES.** As rent for the Equipment under any Lease and as payment of principal and interest under any Financing (in either case, "**Rent**"), you agree to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule. You agree to pay us interest on any Rent payment or other amount due under this Agreement that is not paid within 20 (twenty) days of its due date, at the rate which is the relevant legal rate of interest applicable under local law or regulations at the time the Rent payment or other amount is due. All payments to us under any Schedule will be made in the currency and sent to our local address specified in that Schedule.

6. LEASES AND FINANCINGS NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. It is specifically understood and agreed that each lease and financing under this Agreement will be non-cancelable and that each lease under this Agreement is a net lease (*i.e.*, among other things, you pay, in addition to rent, the taxes, insurance and maintenance charges, if any, relating to the equipment that is the subject of such lease). You agree that you have an absolute and unconditional obligation to pay all rent and other amounts when due. You are not entitled to abate or reduce rent or any other amount due, or to set off any charge against any such amount. You hereby waive any recoupment, cross-claim, counterclaim or any other defense at law or in equity to any rent payment or other amount due with respect to any lease or financing, whether any such defense arises out of this agreement, any schedule, any claim by you against us, our assignees or supplier (as defined in section 8), or otherwise. You will continue to be liable to pay rent and other amounts payable under this agreement when due and be bound by all obligations and provisions of each fundamental agreement notwithstanding any defect, breakdown or destruction of any equipment or financed item or any force majeure event. Force majeure event means any act of god or other event beyond the reasonable control of you or us, including (without limitation) natural disaster, economic recession, currency controls, riots, terrorism, political instability or military conflict. all rent will be free and clear of all deductions or withholdings whatsoever unless the same are required by law, in which event you undertake to pay us such additional amounts as may be necessary in order that the net amount received by us after all deductions and withholdings will not be less than the amount due under this agreement.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. To the extent necessary for the performance of this Agreement and any Schedule, you assign to us all of your right, title and interest in and to (a) the Equipment described in each Schedule, and (b) any purchase order, contract, bill of sale, license agreement, invoice and/or other documents that you have, at any time, approved, agreed to be bound by or entered into with any Supplier of such Equipment relating to such Equipment (the "**Purchase Documents**"). Such assignment of the Purchase Documents is an assignment of rights only; nothing in this Agreement will be deemed to have relieved you of any obligation or liability under any of the Purchase Documents, except that, as between you and us, we agree to pay for the Equipment within 30 (thirty) days after your delivery to us of a properly completed and signed Acceptance Certificate and all other documentation necessary to establish your acceptance of such Equipment under the related Lease. You represent and warrant that (a) you have reviewed and approved the Purchase Documents and (b) that upon paying for the Equipment we will obtain good title to the Equipment free from any security other interest. In addition, if we request, you will deliver to us a document acceptable to us by which the seller of Equipment and provider of Financed Items specified in the applicable Schedule ("**Seller**") acknowledges and provides any required consent to such assignment. For the avoidance of doubt, you covenant and agree that you will at all times during the aggregate term of each Lease (including any renewal term(s) or automatic extension(s)) ("**Total Term**") comply in all respects with the terms of any license agreement relating to any Equipment leased under that Lease. **IT IS ALSO SPECIFICALLY UNDERSTOOD AND AGREED THAT NEITHER SUPPLIER NOR ANY SALESPERSON OF SUPPLIER IS OUR AGENT, NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER ANY TERMS OF THIS AGREEMENT OR ANY SCHEDULE.**

8. ASSIGNMENT OF SUPPLIER WARRANTIES. To the extent permitted, we assign to you, for the Total Term of any Lease, all Equipment warranties, indemnities and representations provided by any Seller and manufacturer or licensor of such Equipment, individually and collectively, and the Seller of Financed Items (each, a "**Supplier**") in the applicable Purchase Documents. You will have the right to take any action you deem appropriate to enforce such warranties, indemnities and representations provided such enforcement is pursued in your name and at your expense. Any recovery resulting from any such enforcement efforts will be divided between you and us as our interests may appear.

9. EQUIPMENT RETURN REQUIREMENTS. Not later than 15 (fifteen) calendar days after the last day of the Total Term of each Lease and any other time you are required to return Equipment to us under the terms of this Agreement or any Schedule, you will: (a) remove any of your labels, tags, or other identifying marks on the Equipment and wipe clean or permanently delete all data (including but not limited to personal data as defined in the EU General Data Protection Regulation 2016/679) contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the Supplier's guidelines and (c) deliver such Equipment to us at any destination reasonably designated by us in the country of the Equipment Location. In the case of any item of Software to be returned to us, you shall also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges will be borne by you. All Equipment returned to us, including any memory, drives or other integrated components, parts or accessories, must be authentic manufacturer equipment, configured only in compliance with that Supplier's specifications and recommendations, and which is not counterfeit, trade mark infringing, stolen, leaked, fraudulent or otherwise unlawful ("**Authentic Equipment**"). All Equipment must be returned to us in the same condition and working order as when delivered to you, reasonable wear and tear excepted, and, except in the case of personal computers (*e.g.*, workstations, desktops and notebooks) and related items of peripheral equipment (*e.g.*, monitors, printers and docking stations) ("**PC Equipment**") and Software, must qualify for maintenance service by the Supplier at its then standard rates for Equipment of that age, if available. You will be responsible for, and will reimburse us promptly on demand for, the cost of returning the Equipment to good working condition or, in the case of Equipment other than PC Equipment and Software, qualifying the Equipment for the Supplier's maintenance service, if available. Where any returned Equipment is found not to be Authentic Equipment, you shall pay us an amount equal to the then fair market value (calculated assuming Equipment is Authentic Equipment) of such units of Equipment found not to be Authentic Equipment. Your return of the Equipment shall constitute your release of any leasehold rights or possessory interest in the Equipment.

Notwithstanding the provisions of Section 13 of this Agreement, in the event that you are unable to locate an item of Equipment at the end of the Initial Term or any renewal term when it is due to be returned to us in compliance with this Section 9 ("Missing Equipment") and in such limited circumstances only: (i) you will immediately inform us in writing of the identity and description of the Missing Equipment; (ii) following receipt of your notice, we will communicate to you the Fair Market Value of such Missing Equipment; and (iii) you will pay to us, in immediately available funds, within 10 (ten) days of your notification and identification to us of the Missing Equipment, the Fair Market Value of such Missing Equipment and we shall transfer to you all of our interest in such Missing Equipment "AS IS, WHERE IS" without any representation or warranty, express or implied. Fair Market Value means the total price that would be paid for any specified item of Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell.

10. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. You shall, at your own expense, at all times during the Total Term (a) operate and maintain the Equipment in good working order, repair and condition, and in accordance with the Supplier's specifications and recommendations, (b) except in the case of PC Equipment and Software, maintain and enforce a maintenance agreement to service and maintain the Equipment, upon terms and with a provider reasonably acceptable to us in order that the Equipment shall qualify for maintenance at the time that the Equipment is returned to us, and (c) make all alterations, or additions to the Equipment required by any applicable law, regulation or order. You will not make any other alterations or additions to the Equipment, except those that will not void any warranty made by the Supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment, infringe any intellectual property rights or impair the value or use of the Equipment either at the time made or at the end of the Total Term of the applicable Lease, and that are readily removable without damage to the Equipment ("Optional Additions"). All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and our property at the time made. Optional Additions which have not been removed prior to the return of the Equipment will become our property upon such return. You may permit use of the Equipment by your affiliates or independent contractors at the Equipment Location provided you do not relinquish possession and control of the Equipment. On reasonable prior notice to you, we and our agents will have the right, during your normal business hours and subject to your reasonable, standard security procedures, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use.

11. EQUIPMENT OWNERSHIP; LIENS; LOCATION. As between you and us, we are the sole owner of the Equipment and have sole title to it. You agree that you will not pledge or encumber the Equipment or our interest in the Equipment in any way and will keep the Equipment free of all levies, security interests, liens or encumbrances, except those created by or through us. The Equipment will remain our personal property whether or not affixed to realty and will not become a fixture or be made to become a part of any real property on which it is placed without our prior written consent. You may relocate any Equipment from the Equipment Location specified in the applicable Schedule to another of your business locations within the same country provided that you notify us in writing within 15 days of such relocation specifying the new Equipment Location, provided you remain in possession and control of the Equipment. You shall not sublease the Equipment. You shall not locate or relocate any Equipment that results in any third party coming into possession or control of the Equipment without our prior written consent; provided, however, that we shall not unreasonably withhold our consent to the location or relocation of Equipment to a third party co-location or hosting facility if such third party shall have executed and delivered to us a waiver agreement in form and substance acceptable to us pursuant to which, among other things, such third party shall have waived any rights to the Equipment and agreed to surrender the Equipment to us in the event of a Lessee Default under this Agreement. "Equipment Location" means, as to any Equipment, the address at which such Equipment is located from time to time, as originally specified in the applicable Schedule and as subsequently specified in any notice delivered to us pursuant to this Section 11, if applicable. Notwithstanding the foregoing, we agree that Equipment consisting of laptops, notebooks and other portable devices may be relocated on a non-permanent basis from the Equipment Location originally specified in the applicable Schedule without our prior written consent, provided that such Equipment remains in your custody and control of one of your employees whose principal office is the Equipment Location.

12. RISK OF LOSS AND INSURANCE. You assume any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to you until such Equipment is returned to and received by us in accordance with the terms and conditions of this Agreement. You agree to keep the Equipment insured at your expense against all risks of loss from any cause whatsoever, including without limitation, loss by fire (including extended coverage), theft and damage and such insurance will cover not less than the Stipulated Loss Value (as defined in Section 13) of the Equipment. You also agree that you will carry commercial general liability insurance in an amount not less than US\$2,000,000 (or local currency equivalent) for each country in which you enter Leases or Financings under this Agreement. You shall cause us, our affiliates and our successors and assigns to be named loss payees and additional insured, as applicable, under such insurance policies. Each policy will provide that the insurance cannot be canceled without at least 30 days prior written notice to us. You shall provide to us (a) on or prior to the Acceptance Date for each Lease, and from time to time thereafter, certificates of insurance evidencing such insurance coverage throughout the Total Term of each Lease, and (b) upon our request, copies of the insurance policies. If you fail to provide us with such evidence, then we will have the right, but not the obligation, to purchase such insurance protecting us at your expense. Your expense shall include the full premium paid for such insurance and any customary charges, costs or fees of incurred by us. You agree to pay such amounts in substantially equal installments allocated to each Rent payment (plus interest on such amounts at the Overdue Rate or such lesser rate as is the maximum rate allowable under applicable law). Notwithstanding the foregoing, unless and until a Lessee Default has occurred and is continuing, or there is any material adverse change in your financial condition or business, you may satisfy such insurance requirements required under this Section 12 by self-insuring such risks under an active and prudently managed self-insurance program, meaning that (x) if any Equipment suffers a Casualty Loss, you will be obligated to pay to us an amount not less than the Stipulated Loss Value of such Equipment and (y) you will be obligated to indemnify, defend and hold us harmless as provided in Section 15 but will not have to maintain third party insurance to cover such obligations. If you self-insure the

Equipment, prompt payment of the Stipulated Loss Value is due upon occurrence of a Casualty Loss. If you elect to terminate such self-insurance, you shall obtain the insurance coverage described in the first paragraph of this Section 12, and provide evidence thereof to us in accordance with the terms of this Section.

13. CASUALTY LOSS. You shall notify us in the event any Equipment is condemned, taken, lost, destroyed, stolen or damaged beyond repair ("**Casualty Loss**") or repairable damage to any Equipment occurs as soon as reasonably practicable after the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date you will pay us an amount ("**Stipulated Loss Value**") equal to the sum of: (i) all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount, plus (ii) the Casualty Value of such Equipment. Upon our receipt of such payment of the Stipulated Loss Value in full, the applicable Lease will terminate as it relates to such Equipment and, except as provided in Section 23, you will be relieved of all obligations under the applicable Schedule as it relates to such Equipment. "**Casualty Value**" means, as to any Equipment, an amount determined as of the date of the Casualty Loss or Lessee Default in question ("**Calculation Date**") pursuant to a "**Table of Casualty Values**" attached to the applicable Schedule or, if no "**Table of Casualty Values**" is attached to the applicable Schedule, an amount equal to the sum of (i) the present value as of the Calculation Date and (discounted at the Discount Rate (defined below), compounded monthly of all Rent payments payable after the Calculation Date-through the scheduled date of expiration of the then applicable term, plus (ii) an amount determined by multiplying the applicable casualty percentage specified below by the Total Cost of such Equipment. The "Discount Rate" shall mean a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. (or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us) at the Acceptance Date of the applicable Lease in the country of the Equipment Location and for the currency in which Rent is designated. The applicable casualty percentage will be 50% for Equipment having an Initial Term of less than 24 months; 40% for Equipment having an Initial Term of 24 months or greater, but less than 36 months; 30% for Equipment having an Initial Term of 36 months or greater, but less than 48 months; and 25% for Equipment having an Initial Term of 48 months or greater.

14. TAXES. In addition to the payment of Rent and any other amounts payable under any Fundamental Agreement, you must pay all taxes, fees, levies, imposts, duties, assessments, charges, customs duties and withholdings of any nature whatsoever, however designated (including any value added taxes, goods and services taxes, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp duties or other taxes) ("**Taxes**") now or after the date of this Agreement imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Financed Items, the Rent or other charges payable under this Agreement, or otherwise upon or in connection with any Lease or Financing, whether assessed on us or you. You agree to promptly reimburse us for all such Taxes paid by us, by us, together with any penalties or interest in connection with such Taxes attributable to your acts or failure to act, excluding Taxes (a) on or measured by our overall gross or net income or items of tax preference, (b) attributable to the period after the return of Equipment under a Lease to us, and (c) imposed as a result of a sale or other transfer by us of any portion of our interest in any Lease or Financing or in any Equipment except for a sale or other transfer to you or a sale or other transfer occurring after and during the continuance of any Lessee Default. You shall furnish on our request proof of payment of any Taxes you have paid.

15. GENERAL INDEMNITY. You agree to indemnify, defend and hold harmless us, our employees, officers, directors, agents and assignees from and against:

(a) any and all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based upon our strict liability in tort ("**Claims**") arising directly out of or in connection with any matter involving your breach of your obligations under any Fundamental Agreement provided that your liability shall be limited to two (2) times the aggregate of the Total Cost of all Leases then subsisting; and

(b) all Claims brought by third parties arising directly or indirectly out of or in connection with any matter whatsoever involving this Agreement, the Equipment or any Lease or Financing.

Notwithstanding the foregoing, you will have no obligation to indemnify or defend us against any Claim arising solely as a result of our gross negligence or willful misconduct.

16. COVENANT OF QUIET ENJOYMENT. So long as no Lessee Default has occurred and is continuing or it has been remedied or waived, neither we nor any party acting or claiming through us, by assignment or otherwise, will disturb your quiet enjoyment of the Equipment during the Total Term of the related Lease.

17. DISCLAIMERS AND YOUR WAIVERS. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS". IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 16, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT OR FINANCED ITEMS (OR ANY PART OF ANY EQUIPMENT OR FINANCED ITEMS), THE MERCHANTABILITY OR FITNESS OF EQUIPMENT OR FINANCED ITEMS FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE; (B) WE WILL NOT BE DEEMED TO HAVE MADE, BE BOUND

BY OR LIABLE FOR, ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY THE SUPPLIER OF ANY EQUIPMENT OR FINANCED ITEMS (EVEN IF WE ARE AFFILIATED WITH SUCH SUPPLIER); (C) WE WILL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR FINANCED ITEMS OR ANY DELAY IN THE DELIVERY OR INSTALLATION OF ANY EQUIPMENT OR FINANCED ITEMS; (D) YOU HAVE SELECTED ALL EQUIPMENT AND FINANCED ITEMS WITHOUT OUR ASSISTANCE; AND (E) WE ARE NOT A MANUFACTURER OF ANY EQUIPMENT. IT IS FURTHER AGREED THAT WE WILL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT OR FINANCED ITEMS, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT WILL DEPRIVE YOU OF ANY RIGHTS YOU MAY HAVE AGAINST ANY PERSON OTHER THAN US. YOU AND WE AGREE THAT THE LEASES AND THE FINANCINGS WILL BE GOVERNED BY THE EXPRESS PROVISIONS OF THIS AGREEMENT AND THE OTHER FUNDAMENTAL AGREEMENTS AND NOT BY THE CONFLICTING PROVISIONS OF ANY OTHERWISE APPLICABLE LAW. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY RIGHTS AND REMEDIES CONFERRED UPON A LESSEE NOW OR AFTER THE DATE OF THIS AGREEMENT CONFERRED BY STATUTE OR OTHERWISE, IN EITHER CASE THAT ARE INCONSISTENT WITH OR THAT WOULD LIMIT OR MODIFY OUR RIGHTS SET FORTH IN THIS AGREEMENT.

18. YOUR WARRANTIES. You represent, warrant and covenant to us that: (a) ALL EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) you are duly organized, validly existing and in good standing under applicable law; (c) you have the power and authority to enter into each Fundamental Agreement; (d) all Fundamental Agreements are enforceable against you in accordance with their terms and do not violate or create a default under any instrument or agreement binding on you; (e) as of the date of your execution of this Agreement and as of the Acceptance Date of any Equipment or Financed Items, there are no pending proceedings before any court or administrative agency that have a material adverse effect on you or any Fundamental Agreement, unless such actions are disclosed to us and consented to in writing by us; (f) you will comply with the requirements of all applicable laws and regulations the violation of which could have a material adverse effect upon the Equipment, our rights and remedies under any Fundamental Agreement or your performance of your obligations under any Fundamental Agreement; (g) each Fundamental Agreement will be effective against all of your creditors under applicable law and will raise no presumption of fraud; (h) all financial statements and other related information furnished by you will be prepared in accordance with generally accepted accounting principles and will fairly present your financial position as of the dates given on such statements; (i) you (including any guarantor, if applicable) and all Lessee Affiliates do not export, re-export, or transfer any Equipment, Software, system software or source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States government and other applicable governments; (j) you (including any guarantor, if applicable) and all Lessee Affiliates do not use any Equipment, Software or system software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; (k) you (including any guarantor, if applicable) and all Lessee Affiliates are familiar with the provisions of all applicable "Anti-Corruption Laws" (meaning the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which you or any Lessee Affiliate conducts business or which otherwise apply to Lessee or any Lessee Affiliate including the related regulations), and shall not in connection with any Fundamental Agreement: (I) make any improper payment or transfer anything of value, offer, promise or give a financial or other advantage or request to, or agree to receive or accept a financial or other advantage from, either directly or indirectly, any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage; or (II) take any action which would cause us to be in violation of any Anti-Corruption Laws and will promptly notify us if you become aware of any violation of the representations and covenants set forth in this clause (k); and (l) you and all Lessee Affiliates are not designated by the United States government or any other applicable government as entities with which transacting business without the prior consent of such government is prohibited.

19. DEFAULT. Any of the following will constitute a default by you (a "Lessee Default") under this Agreement and all Leases and Financings under the applicable Schedule, as to a Lessee Default under clause (a), (b) or (c) below, and under this Agreement and all those Schedules to which you are a party, as to any other Lessee Default under clauses (d), (e), (f) or (g) below: (a) you fail to pay any Rent payment or any other amount payable to us under this Agreement or any Schedule within 35 days after its due date; (b) you default on or breach any of the other terms and conditions of any Fundamental Agreement or any other material agreement by and between you and us (a "Material Agreement"), and fail to cure such default or breach within 10 days after written notice of such default or breach from us; (c) any representation or warranty made by you in any Material Agreement or any statement contained in any application for credit, financial statement or financial data required to be provided by you in connection with any Lease or Financing proves to be false, incorrect or misleading in any material respect when made or reaffirmed; (d) you become subject to any form of bankruptcy, insolvency, reorganization, reconstruction or other administration, whether voluntary or involuntary (and, if such proceeding is involuntary, it is not dismissed within 60 (sixty) days after the date such proceeding is filed), or fail generally to pay your respective debts as they become due; (e) any change occurs in relation to your business, management, ownership or financial condition that would have a material adverse effect on your ability to perform your obligations under this Agreement or any Schedule; (f) any letter of credit or guaranty issued in support of a Lease or Financing is revoked, breached, cancelled or terminated (unless consented to in advance in writing by us); or (g) any Equipment is levied against, seized or attached. For the avoidance of doubt, a Lessee Default under clause (a), (b) or (c) above shall be limited to the applicable Schedule and relevant Country Addendum only and shall not constitute a Lessee Default in respect of other Schedules under which you continue to perform your obligations.

20. REMEDIES. If a Lessee Default occurs, we may, in our sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due under any or all Leases and Financings to be immediately due and payable; or (b) terminate this Agreement or any Lease or Financing; or (c) take possession of, or render unusable, any Equipment wherever located, without demand or notice and without any court order or other process of law in accordance with your reasonable security procedures, and no such action will constitute a termination of any Lease; or (d) require you to deliver the Equipment to a location specified by us; or (e) declare the Stipulated Loss Value for any or all Equipment to be due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any further Rent payments under the applicable Lease or Leases; or (f) for any Financing, declare an amount equal to the sum of (i) all Rent and other amounts due and owing under it as of the date of payment of such amount, plus (ii) the present value of all Rent payments payable after the date of the Lessee Default in question through to the scheduled date of expiration of the Term (discounted at the Discount Rate as at the start of the applicable Financing in the country in which the Financed Items were delivered to you, compounded monthly) or (g) proceed by court action to enforce performance by you of any Lease or Financing and/or to recover all damages and expenses incurred by us by reason of any Lessee Default; or (g) terminate any other agreement that we may have with you; or (h) exercise any other right or remedy available to us at law or in equity. Also, you agree to pay us all costs and expenses as documented by us that we may reasonably incur to maintain, safeguard or preserve the Equipment, and other expenses incurred by us in enforcing any of the terms, conditions or provisions of this Agreement (including, without limitation, court costs, reasonable legal fees and collection agency costs). Upon repossession or surrender of any Equipment, we may lease, sell or otherwise dispose of the Equipment in a manner that complies with the commercial law of the country of the Equipment Location, and apply the net proceeds thereof to the amounts owed to us under this Agreement; provided, however, that you will remain liable to us for any deficiency that remains after any sale or lease of such Equipment. You agree that with respect to any notice of a sale required by law to be given, 10 (ten) days' notice will constitute reasonable notice. These remedies are cumulative of every other right or remedy given under this Agreement or now or after the date of this Agreement existing at law or in equity or by statute or otherwise, and may be enforced concurrently or separately with such other rights or remedies or from time to time. No exercise of our remedies shall allow us to make a claim against you to recover any amounts in excess of the total of: (i) all delinquent or future Rent, late charges, indemnification payments or other amounts due, (ii) our residual value in the Equipment, and (iii) any of our expenses with respect to this Agreement or the Equipment, legal expenses or other costs of collection.

21. PERFORMANCE OF LESSEE'S OBLIGATIONS. If you fail to perform any of your obligations under this Agreement, we have the right but not the obligation, to take any action(s) or pay any amounts necessary for the preservation of our interest in it; provided, however, that the performance of any act or payment by us shall not be deemed a waiver or release of any of your obligations to us. You agree to reimburse us promptly upon our demand for any such amounts that we pay as documented by us, together with expenses (including, without limitation, reasonable legal fees and costs) reasonably incurred by us in connection with such performance.

22. ASSIGNMENT. We have the unqualified right to sell, assign, transfer, grant a security interest in or otherwise convey any part of our interest in this Agreement, any Schedule or any Equipment, in whole or in part, without prior notice to you or your consent. If any Lease or Financing is sold, assigned, transferred or otherwise conveyed, you agree that the purchaser, assignee or transferee, as the case may be ("Assignee"), shall (a) have the same rights, powers and privileges that we have under the applicable Lease or Financing, and (b) have the right to receive from you all amounts due under the applicable Schedule. You agree to execute an acknowledgement of such sale, assignment, transfer or conveyance as may be reasonably requested by us or an Assignee. You further agree that in any action brought by such Assignee against you to enforce our rights under this Agreement, you will not assert against such Assignee any set-off, defense or counterclaim that you may have against us or any other person. Unless otherwise specified by us and the Assignee, you shall continue to pay all amounts due under the applicable Lease or Financing to us; provided, however, that upon notification from us and the Assignee, you covenant to pay all amounts due under the applicable Lease or Financing to such Assignee when due and as directed in such notice. You further agree that any Assignee may further sell, assign, transfer, grant a security interests in or otherwise convey its rights and interests under the applicable Lease or Financing with the same force and effect as the assignment described herein. You shall not assign, transfer or otherwise convey any part of your interest in this Agreement, any Lease or Financing, any Equipment or any interest therein without our prior written consent. Such consent shall not be unreasonably withheld in the context of an assignment of any Schedule due to the internal transfer or movement of a business unit within your group.

23. TERM OF AGREEMENT; SURVIVAL. This Agreement will begin and be effective upon the execution of this Agreement by both parties and will continue in effect until terminated by either party by 30 days prior written notice to the other. However, no termination of this Agreement pursuant to the preceding sentence will be effective with respect to any Lease or Financing that commenced prior to such termination until the expiration or termination of such Lease or Financing and your satisfaction of all of your obligations under this Agreement with respect to such Lease or Financing. All representations, warranties and covenants made by you under this Agreement will survive the termination of this Agreement and will remain in full force and effect. All of our rights, privileges and indemnities under this Agreement or any Lease or Financing will survive the expiration or termination of such Lease or Financing and be enforceable by us and our successors and assigns.

24. NOTICES. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement or any other Fundamental Agreement must be in writing and will be deemed to have been duly given if delivered personally or mailed via certified mail or a globally recognized overnight courier service, or sent by confirmed facsimile transmission, addressed as specified in the applicable Addendum (or such other address or fax number as either party may provide by notice).

25. MISCELLANEOUS.

(a) **Governing Law; Consent to Jurisdiction.** This Agreement and each Lease and Financing under this Agreement will be governed and construed by the internal laws (as opposed to conflicts of law provisions) of the country of the Equipment Location as specified in the relevant country addendum and relevant Schedule in the case of a Lease, and of the country where the Financed Items were incurred by you, in the case of a Financing. For each Lease and Financing, we and you consent to the jurisdiction of any court located within the country of the Equipment Location, in the case of a Lease, and within the country in which the relevant Lessee Affiliate is domiciled, in the case of a Financing, and waive any objection relating to improper venue or inconvenient forum to the conduct of any proceeding in that court.

(b) **Credit Review.** You consent to a reasonable credit review by us for each Lease and Financing.

(c) **Further Assurances.** You agree to promptly sign and deliver to us any further documents and instruments (including, without limitation, your certified financial statements, officer's certificates and appropriate resolutions and opinions of counsel) and take any further action that we reasonably request in order to more effectively carry out the intent and purpose of this Agreement and any Schedule.

(d) **Captions and References.** The captions contained in this Agreement and any Schedule are for convenience only and will not affect the interpretation of this Agreement. All references in this Agreement to Sections, Schedules and Addenda refer to Sections of this Agreement and Schedules and Addenda to this Agreement unless otherwise indicated.

(e) **Entire Agreement; Amendments.** This Agreement and all other Fundamental Agreements signed by both you and us constitute the entire agreement between you and us relating to the leasing of the Equipment and the financing of Financed Items, and supersede all prior agreements relating to the leasing of the Equipment and the financing of Financed Items, whether written or oral including but not limited to Global Master Lease and Financing Agreement number 181750/S as amended (the "**Original Agreement**"). However, for the avoidance of doubt, any Schedules in existence as of the date of this Agreement shall continue in full force and effect under the Original Agreement. These agreements may not be amended or modified except by a writing signed by you and us.

(f) **No Waiver.** Any failure by us to require strict performance by you, or any written waiver by us of any provision of this Agreement, will not constitute consent or waiver of any other breach of the same or any other provision of this Agreement.

(g) **Invalidity.** If any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(h) **Counterparts.** This Agreement may be executed in counterparts, which collectively will constitute one document.

(i) **Our Reliance.** In connection with the execution of this Agreement, you shall deliver to us written evidence in form and substance acceptable to us, of your authority to enter into this Agreement and Leases and Financings under this Agreement and the authority of your specified officers or representatives to execute this Agreement and all other Fundamental Agreements. Notwithstanding the foregoing sentence and if you do not provide us with such written evidence, we may still act in reliance upon any instruction, instrument or signature reasonably believed by us in good faith to be genuine. We may assume that any of your employees who execute any document or give any written notice, request or instruction have the authority to do so.

(j) **Copies.** If you transmit a signed copy of any Fundamental Agreement to us by facsimile or as an electronically scanned document (the "**Scanned Agreement**") you acknowledge that where we agree to sign the Scanned Agreement such agreement will be binding upon both parties as if the Scanned Agreement contained your original manual signature. The parties further agree that for all purposes, filings or proceedings relating to a Fundamental Agreement, the Scanned Agreement bearing our original manual signature will constitute an original copy of that Fundamental Agreement and, where applicable, chattel paper. Without prejudice to the binding nature of the Scanned Agreement, you agree to retain all copies of any Fundamental Agreement bearing your original signature and to deliver any such copies to us immediately upon our request.

(k) **Interpretation.** In this Agreement, any reference to:

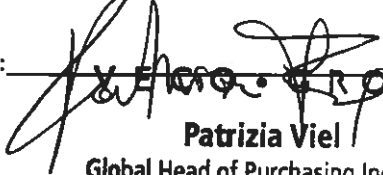
- (i) "including" or "include" means "including, but not limited to" or "including, without limitation";
- (ii) the singular includes the plural and vice versa; and
- (iii) any document (including this Agreement) or to any law is a reference to that document (including any attachments) or law as amended, consolidated, supplemented, novated or replaced.

(l) **Personal Data.** You acknowledge that you will provide certain personal data of your employees, directors and beneficial owners to us and we will, as a data controller, use this data and collect and process certain additional personal data of those employees, directors and beneficial owners including contact details, identification information, records of good standing and other information as may be relevant (e.g. information from publicly available resources) in order to: (i) manage and perform this Global Agreement or any Lease and/or Financing; (ii) conduct anti-money laundering and other regulatory checks; and (iii) conduct credit checks with credit agencies (collectively the "**Purposes**"). In the course of conducting anti-money laundering checks we may collect sensitive personal data relating to the politically exposed status of your directors or beneficial owners in order to meet applicable anti-money laundering requirements. We will share information within the Hewlett Packard Enterprise group of companies or with other third parties, some of which may be located outside the European Economic Area, but this will be only as necessary for the Purposes or where we are legally required to do so. You confirm that you have notified and obtained the consent of your employees, directors or beneficial owners to the disclosure and processing of their personal data (including sensitive personal data) by us for the Purposes, where required by applicable law. If consent is withdrawn

or you require us to rectify or update any personal data, you shall notify us immediately. We shall process personal data in accordance with applicable data protection laws and Hewlett Packard Enterprise's online Privacy Statement (available at <https://www.hpe.com/us/en/privacy/ww-privacy-statement.html>).

IN WITNESS WHEREOF, WE AND YOU HAVE EXECUTED THIS AGREEMENT.

YOU: IVECO SPA

BY: 
Y E M G • G R O U P
Patrizia Viel
Global Head of Purchasing Indirect
Name and Title

Date 19/12/22

US: HPFS Rental S.r.l.

BY: _____

Name and Title

Date

GEOGRAPHIC SCOPE OF AGREEMENT

The geographic scope of the Agreement includes the countries listed below. Country specific terms and conditions applicable to Schedules entered into specifying an Equipment Location in a particular country are described in the attached Addendum for that country.

Addendum	A	United States
Addendum	B	United Kingdom
Addendum	C	Canada
Addendum	D	Germany
Addendum	E	France
Addendum	F	Australia
Addendum	G	Ireland
Addendum	H	The Netherlands
Addendum	I	Singapore
Addendum	J	Hong Kong
Addendum	K	New Zealand
Addendum	L	Taiwan
Addendum	M	Thailand
Addendum	N	Switzerland
Addendum	O	Argentina
Addendum	P	Spain
Addendum	Q	Malaysia
Addendum	R	Italy
Addendum	S	Sweden
Addendum	T	Belgium
Addendum	U	Finland
Addendum	V	Denmark
Addendum	W	Austria
Addendum	Y	South Africa
Addendum	Z	India
Addendum	AA	South Korea
Addendum	BB	Mexico
Addendum	CC	Portugal
Addendum	DD	Brazil
Addendum	EE	Puerto Rico
Addendum	GG	Colombia
Addendum	HH	People's Republic of China
Addendum	II	Chile
Addendum	JJ	Israel
Addendum	KK	Norway
Addendum	LL	Japan
Addendum	MM	Hungary
Addendum	NN	United Arab Emirates
Addendum	OO	Philippines
Addendum	PP	Luxembourg
Addendum	QQ	Poland
Addendum	RR	Czech Republic
Addendum	SS	Romania
Addendum	TT	Slovak Republic

OPERATIONAL PROCESSES AND FINANCIAL CONDITIONS

The purpose of this Annex 2 to the Agreement is to describe certain Operational Processes and Financial Conditions.

For the avoidance of any doubt, the terms and conditions contained in this Annex 2 shall be primarily applicable for the leasing of HP Inc. Equipment consisting of Laptops, Desktops, Workstations, Monitors, Printers and related services.

In the event that other types/brands of Equipment are to be the subject of a Lease between you and us or in the event that the scope of the Agreement is to be extended to countries other than those specified in Annex 1, a new annex of terms and conditions shall be agreed in writing between you and us.

1. Equipment Lease

1.1. Lease Rate Factors

On or before the 5th calendar day of the Quarter Q, the Lease Rate Factors valid for orders to be placed in Quarter Q, will be adjusted by us in line with the indexation clause (where such indexation is available) and as such indexation is described in Article 2 of this Annex 2. The Lease Rate Factors will be sent to you via email to Massimo De Giorgi, currently massimo.degiorgi@ivecogroup.com.

The Lease Rate Factors shall be valid for 90 calendar days from the first day of the Quarter Q.

The Lease Rate Factors shall be valid for the Equipment in the Equipment catalogue at the time of the calculation.

The Lease Rate Factors shall be split between a hardware element and a Service element for all Equipment.

The Quarters shall be aligned as follows:

1st Quarter – January, February, March

2nd Quarter – April, May, June

3rd Quarter – July, August, September

4th Quarter – October, November, December

In countries where indexation is not available, if and when applicable, on or before the 5th calendar day of the Quarter, we will provide you with updated Lease Rate Factors as calculated by us based on market factors at the time. For the avoidance of doubt, these Lease Rate Factors shall not be tied to any indexation formula and may fluctuate over time. Once calculated, we will notify you of the relevant Lease Rate Factors and we will seek your written approval of these Lease Rate Factors.

1.2. Lease Commencement

Pursuant to the terms of the Agreement, you shall select the Seller along with the relevant Equipment model from the Seller's or Equipment manufacturer's catalogue. You shall be solely responsible for any negotiation with the Seller or Equipment manufacturer as to price or Equipment type, model, and intended use or otherwise and you acknowledge that you will make any such selection based on your own technical skills and desired use.

Each Equipment order shall be limited to a single lease term: If you wish to order Equipment which will be leased over different terms, you shall split the Equipment orders to the Seller per required lease term: for example, one order for Equipment to be leased over 36 months, one order for Equipment to be leased over 48 months, etc.

You may enter into Leases with us using the "Standard Procedure" and/or Leases with us using the "Consolidation Procedure" as described as follows.

1.2.1 Standard Procedure

The Standard Procedure may be used in the countries specified in Exhibit E.

Around the 20th calendar day of each month, (the "Cut-Off Date"), exact quantities of Equipment ordered by you, delivered to you and invoiced to us during the relevant Month shall be known.

We will prepare a Global Master Lease and Financing Agreement Schedule and Acceptance Certificate per Lease term in the form shown in Exhibits A and B.

The Global Master Lease and Financing Agreement Schedule and the Acceptance Certificate will be submitted to you for review, approval and execution.

By reviewing and signing the Global Master Lease and Financing Agreement Schedule and the Acceptance Certificate, you unconditionally and irrevocably accept the Equipment and authorize us to pay the Equipment Supplier and to initiate the lease of the Equipment to you beginning on the first day of the month following signature of the Acceptance Certificate.

The Rent for each Lease of Equipment plus any applicable VAT or other taxes shall be paid in the amounts and on the dates specified in the relevant Lease. No set-off is permitted and you agree to make unconditional payments to us under each Lease when due as per the terms of the Agreement.

Any Equipment delivered to you and invoiced by an Equipment manufacturer/Seller to us after the Cut-Off Date shall be included in the following month M+1 and shall be subject to the pricing available for that month.

1.2.2. Consolidation Procedure

The Consolidation Procedure may be used in the countries where available, as specified in Exhibit E.

APA Acceptance Certificate

Around the 20th calendar day of each month of the Commitment Period, exact quantities of Equipment ordered by you, delivered to you and invoiced by the Seller/manufacturer to us shall be known.

Based on this, we will prepare an APA Acceptance Certificate per Lease term in the form of Exhibit C.

The APA Acceptance Certificate will be submitted to you for review, approval and execution.

By reviewing and signing the APA Acceptance Certificate, you unconditionally and irrevocably accept the Equipment and authorize us to pay the Seller/manufacturer.

Consolidation

Around 10 calendar days before the end of the Commitment Period (the "**Consolidation Cut-Off Date**"), exact quantities of Equipment ordered by you, delivered to you and invoiced by an Equipment manufacturer/Seller to us during the relevant Commitment Period shall be known. We will prepare a Global Master Lease and Financing Agreement Consolidated Schedule per Lease term in the form of Exhibit D with an accompanying appendix file (in Excel format) detailing the Equipment relating to each of your delivery requests for the relevant Commitment Period.

The Global Master Lease and Financing Agreement Consolidated Schedule and appendix file will be submitted to you for review, approval and execution.

By reviewing and signing the appendix file and the Global Master Lease and Financing Agreement Consolidated Schedule, you unconditionally and irrevocably accept the Equipment and authorize us to pay the Seller/manufacturer and to initiate the lease of the Equipment to you beginning on the first day of the month following the relevant Commitment Period. We and you acknowledge and agree that each Lease shall commence on the 1st day of the next month following the relevant Commitment Period regardless of the signature date of the Consolidated Schedule for that Commitment Period and that this shall constitute the default position unless we and you agree otherwise in writing.

The appendix file shall provide a detailed summary outlining all the Equipment and the Services delivered during the Commitment Period for which we received invoices from the Equipment manufacturer/Seller. This report will show (but will not be limited to) the following Equipment information: Serial number, equipment description, unit purchase price, service description, service unit, Rental Fee per unit, contract start date and end date, lease term.

The Rent for each Lease of Equipment plus any applicable VAT or other taxes shall be paid in the amounts and on the dates specified in the relevant Lease. No set-off is permitted and you agree to make unconditional payments to us under each Lease when due as per the terms of the Global Agreement.

For the avoidance of doubt, a Global Master Lease and Financing Agreement Consolidated Schedule merely combines multiple Leases entered into during a Commitment Period into a single Lease with the same terms and conditions; the execution and delivery of any such Global Master Lease and Financing Agreement Consolidated Schedule will not affect the economic terms and conditions of the applicable Leases being consolidated.

Until you have executed and delivered a Global Master Lease and Financing Agreement Consolidated Schedule to us, any Equipment requested by you under this Funding Consolidation Supplement as per the process outlined above shall be governed by the terms of the Global Agreement, the relevant Country Addendum, any APA Acceptance Certificate and any applicable latest available appendix asset file and shall constitute a separate Lease between you and us, and the appropriate Rent shall be payable in accordance therewith.

Any Equipment delivered to you or invoiced to us after the Consolidated Cut-Off Date shall be included in the following Commitment Period and shall be subject to the pricing available for that Commitment Period.

You must execute and return the Global Master Lease and Financing Agreement Consolidated Schedule to us within 5 days of receiving it.

2. Financial Conditions

2.1 Lease Rate Factors Table

The applicable Lease Rate Factors are as follows:

* EUR Countries: Austria, Belgium, France, Germany, Luxembourg, Ireland, Romania, Netherlands, UK

Remaining 11 Quarters									
Equipment	Country	Currency	Invoicing	Payment Delay	LRF first quarter	36 months BASE LRF	LRF with insurance (only in France, Italy, Portugal, Spain, Sweden)	LRF with PASS	LRF with 90 days grace period + 5% non return tolerance
HPI Workstations	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	8.108%	8.195%	8.189%	8.330%
HPI Desktops	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	7.626%	7.708%	7.702%	7.869%
HPI Laptops	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	7.727%	7.811%	7.804%	7.989%
Soft Costs and Accessories	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	9.855%	9.962%	NA	9.855%
HPI Workstations	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	8.995%	NA	9.085%	9.206%
HPI Desktops	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	8.551%	NA	8.637%	8.782%
HPI Laptops	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	8.660%	NA	8.747%	8.909%
Soft Costs and Accessories	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	10.574%	NA	NA	10.574%
HPI Workstations	Denmark	DKK	Quarterly Advanced	60 days	0.00%	8.222%	NA	8.304%	8.443%
HPI Desktops	Denmark	DKK	Quarterly Advanced	60 days	0.00%	7.754%	NA	7.832%	7.996%
HPI Laptops	Denmark	DKK	Quarterly Advanced	60 days	0.00%	7.865%	NA	7.944%	8.125%
Soft Costs and Accessories	Denmark	DKK	Quarterly Advanced	60 days	0.00%	9.900%	NA	NA	9.900%
HPI Workstations	Italy	EUR	Quarterly Advanced	60 days	0.00%	8.185%	8.273%	8.267%	8.326%
HPI Desktops	Italy	EUR	Quarterly Advanced	60 days	0.00%	7.722%	7.805%	7.799%	7.870%
HPI Laptops	Italy	EUR	Quarterly Advanced	60 days	0.00%	7.841%	7.925%	7.919%	7.995%
Soft Costs and Accessories	Italy	EUR	Quarterly Advanced	60 days	0.00%	9.864%	9.970%	NA	9.864%
HPI Workstations	Norway	NOK	Quarterly Advanced	60 days	0.00%	8.459%	NA	8.544%	8.677%
HPI Desktops	Norway	NOK	Quarterly Advanced	60 days	0.00%	7.999%	NA	8.079%	8.237%
HPI Laptops	Norway	NOK	Quarterly Advanced	60 days	0.00%	8.109%	NA	8.190%	8.386%
Soft Costs and Accessories	Norway	NOK	Quarterly Advanced	60 days	0.00%	10.106%	NA	NA	10.106%
HPI Workstations	Poland	PLN	Quarterly Advanced	60 days	0.00%	9.189%	NA	9.281%	9.398%
HPI Desktops	Poland	PLN	Quarterly Advanced	60 days	0.00%	8.753%	NA	8.840%	8.981%
HPI Laptops	Poland	PLN	Quarterly Advanced	60 days	0.00%	8.863%	NA	8.952%	9.109%
Soft Costs and Accessories	Poland	PLN	Quarterly Advanced	60 days	0.00%	10.747%	NA	NA	10.747%
HPI Workstations	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	8.203%	8.291%	8.285%	8.425%
HPI Desktops	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	7.743%	7.826%	7.820%	7.986%
HPI Laptops	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	7.865%	7.950%	7.944%	8.128%
Soft Costs and Accessories	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	9.875%	9.982%	NA	9.875%
HPI Workstations	Sweden	SEK	Quarterly Advanced	60 days	0.00%	8.325%	8.415%	8.408%	8.544%
HPI Desktops	Sweden	SEK	Quarterly Advanced	60 days	0.00%	7.860%	7.945%	7.939%	8.100%
HPI Laptops	Sweden	SEK	Quarterly Advanced	60 days	0.00%	7.971%	8.057%	8.051%	8.229%
Soft Costs and Accessories	Sweden	SEK	Quarterly Advanced	60 days	0.00%	9.989%	10.097%	NA	9.989%
HPI Workstations	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	8.085%	NA	8.145%	8.288%
HPI Desktops	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	7.592%	NA	7.668%	7.836%
HPI Laptops	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	7.703%	NA	7.780%	7.966%
Soft Costs and Accessories	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	9.764%	NA	NA	9.764%
HPI Workstations	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	9.288%	NA	9.381%	9.498%
HPI Desktops	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	8.854%	NA	8.943%	9.083%
HPI Laptops	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	8.969%	NA	9.059%	9.216%
Soft Costs and Accessories	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	10.846%	NA	NA	10.846%
HPI Workstations	UK	GBP	Quarterly Advanced	60 days	0.00%	8.426%	NA	8.510%	8.644%
HPI Desktops	UK	GBP	Quarterly Advanced	60 days	0.00%	7.964%	NA	8.044%	8.203%
HPI Laptops	UK	GBP	Quarterly Advanced	60 days	0.00%	8.075%	NA	8.156%	8.332%
Soft Costs and Accessories	UK	GBP	Quarterly Advanced	60 days	0.00%	10.077%	NA	NA	10.077%
HPI Workstations	US	USD	Quarterly Advanced	60 days	0.00%	8.373%	NA	8.919%	8.586%
HPI Desktops	US	USD	Quarterly Advanced	60 days	0.00%	8.183%	NA	3.234%	8.405%
HPI Laptops	US	USD	Quarterly Advanced	60 days	0.00%	8.279%	NA	1.170%	8.451%
Soft Costs and Accessories	US	USD	Quarterly Advanced	60 days	0.00%	10.032%	NA	0.000%	10.032%

HPI Workstations	Canada	CAD	Quarterly Advanced	60 days	0.00%	8.503%	NA	0.854%	8.707%
HPI Desktops	Canada	CAD	Quarterly Advanced	60 days	0.00%	8.320%	NA	4.061%	8.535%
HPI Laptops	Canada	CAD	Quarterly Advanced	60 days	0.00%	8.425%	NA	1.065%	8.659%
Soft Costs and Accessories	Canada	CAD	Quarterly Advanced	60 days	0.00%	10.063%	NA	0.000%	10.055%
HPI Workstations	Argentina	USD	Quarterly Advanced	30 days	0.00%	8.942%	NA	NA	9.147%
HPI Desktops	Argentina	USD	Quarterly Advanced	30 days	0.00%	8.764%	NA	NA	8.978%
HPI Laptops	Argentina	USD	Quarterly Advanced	30 days	0.00%	8.864%	NA	NA	9.089%
Soft Costs and Accessories	Argentina	USD	Quarterly Advanced	30 days	0.00%	10.453%	NA	NA	10.456%
HPI Workstations	Brazil	BRL	Quarterly Arrears	0 days	0.00%	10.333%	NA	10.401%	NA
HPI Desktops	Brazil	BRL	Quarterly Arrears	0 days	0.00%	10.151%	NA	10.661%	NA
HPI Laptops	Brazil	BRL	Quarterly Arrears	0 days	0.00%	10.253%	NA	10.453%	NA
Soft Costs and Accessories	Brazil	BRL	Quarterly Arrears	0 days	0.00%	11.878%	NA	NA	NA
HPI Workstations	Brazil	USD	Quarterly Arrears	0 days	0.00%	8.601%	NA	8.657%	NA
HPI Desktops	Brazil	USD	Quarterly Arrears	0 days	0.00%	8.407%	NA	8.829%	NA
HPI Laptops	Brazil	USD	Quarterly Arrears	0 days	0.00%	8.511%	NA	8.677%	NA
Soft Costs and Accessories	Brazil	USD	Quarterly Arrears	0 days	0.00%	10.269%	NA	NA	NA
BRAZIL - 2% ISS TAX INCLUDED - LOCAL CURRENCY CAN'T BE INDEXED									
HPI Workstations	Australia	AUD	Quarterly Advanced	60 days	0.00%			NA	
HPI Desktops	Australia	AUD	Quarterly Advanced	60 days	0.00%	8.969%	NA	9.033%	9.177%
HPI Laptops	Australia	AUD	Quarterly Advanced	60 days	0.00%	8.641%	NA	8.911%	8.823%
Soft Costs and Accessories	Australia	AUD	Quarterly Advanced	60 days	0.00%	8.871%	NA	8.991%	9.054%
HPI Workstations	China	CNY	Quarterly Advanced	60 days	0.00%	10.252%	NA	NA	10.252%
HPI Desktops	China	CNY	Quarterly Advanced	60 days	0.00%	9.086%	NA	9.173%	9.295%
HPI Laptops	China	CNY	Quarterly Advanced	60 days	0.00%	8.761%	NA	9.087%	8.943%
Soft Costs and Accessories	China	CNY	Quarterly Advanced	60 days	0.00%	8.991%	NA	9.136%	9.174%
HPI Workstations	India	INR	Quarterly Advanced	60 days	0.00%	10.371%	NA	NA	10.371%
HPI Desktops	India	INR	Quarterly Advanced	60 days	0.00%	9.541%	NA	9.639%	9.745%
HPI Laptops	India	INR	Quarterly Advanced	60 days	0.00%	9.227%	NA	9.672%	9.399%
Soft Costs and Accessories	India	INR	Quarterly Advanced	60 days	0.00%	9.457%	NA	9.640%	9.637%
HPI Workstations	Korea	KRW	Quarterly Advanced	60 days	0.00%	10.743%	NA	NA	10.743%
HPI Desktops	Korea	KRW	Quarterly Advanced	60 days	0.00%	8.749%	NA	8.825%	8.961%
HPI Laptops	Korea	KRW	Quarterly Advanced	60 days	0.00%	8.416%	NA	8.599%	8.596%
Soft Costs and Accessories	Korea	KRW	Quarterly Advanced	60 days	0.00%	8.648%	NA	8.765%	8.834%
HPI Workstations	Singapore	SGD	Quarterly Advanced	60 days	0.00%	9.962%	NA	NA	9.962%
HPI Desktops	Singapore	SGD	Quarterly Advanced	60 days	0.00%	8.909%	NA	8.978%	9.117%
HPI Laptops	Singapore	SGD	Quarterly Advanced	60 days	0.00%	8.579%	NA	8.801%	8.755%
Soft Costs and Accessories	Singapore	SGD	Quarterly Advanced	60 days	0.00%	8.805%	NA	8.987%	8.988%
HPI Workstations	Thailand	THB	Quarterly Advanced	60 days	0.00%	10.135%	NA	NA	10.135%
HPI Desktops	Thailand	THB	Quarterly Advanced	60 days	0.00%	9.133%	NA	9.190%	9.343%
HPI Laptops	Thailand	THB	Quarterly Advanced	60 days	0.00%	8.817%	NA	8.992%	8.993%
Soft Costs and Accessories	Thailand	THB	Quarterly Advanced	60 days	0.00%	9.058%	NA	9.173%	9.242%
HPI Workstations	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	10.085%	NA	NA	10.085%
HPI Desktops	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	8.363%	NA	NA	8.582%
HPI Laptops	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	7.907%	NA	NA	8.146%
Soft Costs and Accessories	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	8.010%	NA	NA	8.268%
HPI Workstations	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	10.026%	NA	NA	10.026%
HPI Desktops	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	8.570%	NA	8.656%	8.785%
HPI Laptops	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	8.114%	NA	8.195%	8.348%
Soft Costs and Accessories	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	8.224%	NA	8.306%	8.477%
HPI Workstations	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	10.203%	NA	NA	10.203%
HPI Desktops	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	9.627%	NA	9.821%	9.827%
HPI Laptops	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	9.454%	NA	9.950%	9.665%
Soft Costs and Accessories	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	9.554%	NA	9.939%	9.784%
	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	11.232%	NA	NA	11.232%

HPI Workstations	Chile CLP	CLP	Quarterly Advanced	60 days	0.00%	9.209%	NA	NA	9.403%
HPI Desktops	Chile CLP	CLP	Quarterly Advanced	60 days	0.00%	9.034%	NA	NA	9.238%
HPI Laptops	Chile CLP	CLP	Quarterly Advanced	60 days	0.00%	9.124%	NA	NA	9.347%
Soft Costs and Accessories	Chile CLP	CLP	Quarterly Advanced	60 days	0.00%	10.794%	NA	NA	10.794%
HPI Workstations	Colombia COP	COP	Quarterly Advanced	60 days	0.00%	9.700%	NA	NA	9.933%
HPI Desktops	Colombia COP	COP	Quarterly Advanced	60 days	0.00%	9.528%	NA	NA	9.804%
HPI Laptops	Colombia COP	COP	Quarterly Advanced	60 days	0.00%	9.627%	NA	NA	9.857%
Soft Costs and Accessories	Colombia COP	COP	Quarterly Advanced	60 days	0.00%	11.094%	NA	NA	11.094%
HPI Workstations	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.00%	8.443%	NA	NA	8.651%
HPI Desktops	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.00%	8.260%	NA	NA	8.478%
HPI Laptops	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.00%	8.360%	NA	NA	8.599%
Soft Costs and Accessories	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.00%	10.105%	NA	NA	10.105%
HPI Workstations	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.00%	8.970%	NA	9.055%	9.182%
HPI Desktops	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.00%	8.657%	NA	9.005%	8.839%
HPI Laptops	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.00%	8.886%	NA	8.999%	9.073%
Soft Costs and Accessories	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.00%	10.185%	NA	NA	10.185%
HPI Workstations	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.00%	9.143%	NA	9.193%	9.355%
HPI Desktops	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.00%	8.810%	NA	8.980%	8.992%
HPI Laptops	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.00%	9.059%	NA	9.174%	9.246%
Soft Costs and Accessories	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.00%	10.406%	NA	NA	10.406%
HPI Workstations	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.00%	8.925%	NA	8.970%	9.137%
HPI Desktops	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.00%	8.595%	NA	8.720%	8.777%
HPI Laptops	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.00%	8.842%	NA	8.913%	9.028%
Soft Costs and Accessories	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.00%	10.296%	NA	NA	10.296%
HPI Workstations	Japan JPY	JPY	Quarterly Advanced	60 days	0.00%	8.473%	NA	8.625%	8.684%
HPI Desktops	Japan JPY	JPY	Quarterly Advanced	60 days	0.00%	8.156%	NA	8.835%	8.338%
HPI Laptops	Japan JPY	JPY	Quarterly Advanced	60 days	0.00%	8.390%	NA	8.786%	8.576%
Soft Costs and Accessories	Japan JPY	JPY	Quarterly Advanced	60 days	0.00%	9.736%	NA	NA	9.736%
HPI Workstations	Philippines PHP	PHP	Quarterly Advanced	60 days	0.00%	10.005%	NA	10.071%	10.219%
HPI Desktops	Philippines PHP	PHP	Quarterly Advanced	60 days	0.00%	9.690%	NA	10.313%	9.874%
HPI Laptops	Philippines PHP	PHP	Quarterly Advanced	60 days	0.00%	9.922%	NA	10.060%	10.109%
Soft Costs and Accessories	Philippines PHP	PHP	Quarterly Advanced	60 days	0.00%	11.142%	NA	NA	11.142%
HPI Workstations	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.00%	8.719%	NA	8.773%	8.930%
HPI Desktops	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.00%	8.386%	NA	8.553%	8.568%
HPI Laptops	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.00%	8.635%	NA	8.745%	8.821%
Soft Costs and Accessories	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.00%	9.952%	NA	NA	9.952%

* EUR Countries: Austria, Belgium, France, Germany, Luxembourg, Ireland, Romania, Netherlands, UK						Remaining 19 Quarters			
Equipment	Country	Currency	Invoicing	Payment Delay	LRF first quarter	60 months BASE LRF	LRF with Insurance (only in France, Italy, Portugal, Spain, Sweden)	LRF with PASS	LRF with 90 days grace period + 5% non return tolerance
HPI Monitors	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	5.306%	5.402%	5.359%	5.499%
HP Office Printers	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	5.579%	5.680%	5.588%	5.731%
Rugged NT Getac	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	5.727%	5.830%	5.784%	5.776%
Soft Costs and Accessories	EUR countries *	EUR	Quarterly Advanced	60 days	0.00%	5.938%	6.045%	NA	5.938%
HPI Monitors	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	6.001%	NA	6.061%	6.178%
HP Office Printers	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	6.241%	NA	6.553%	6.380%
Rugged NT Getac	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	6.360%	NA	6.423%	6.406%
Soft Costs and Accessories	Czech Rep	CZK	Quarterly Advanced	60 days	0.00%	6.498%	NA	NA	6.496%
HPI Monitors	Denmark	DKK	Quarterly Advanced	60 days	0.00%	5.411%	NA	5.465%	5.601%
HP Office Printers	Denmark	DKK	Quarterly Advanced	60 days	0.00%	5.672%	NA	5.956%	5.822%
Rugged NT Getac	Denmark	DKK	Quarterly Advanced	60 days	0.00%	5.805%	NA	5.864%	5.855%
Soft Costs and Accessories	Denmark	DKK	Quarterly Advanced	60 days	0.00%	5.975%	NA	NA	5.975%
HPI Monitors	Italy	EUR	Quarterly Advanced	60 days	0.00%	5.332%	5.428%	5.386%	5.526%
HP Office Printers	Italy	EUR	Quarterly Advanced	60 days	0.00%	5.603%	5.704%	5.884%	5.755%
Rugged NT Getac	Italy	EUR	Quarterly Advanced	60 days	0.00%	5.746%	5.849%	5.803%	5.796%
Soft Costs and Accessories	Italy	EUR	Quarterly Advanced	60 days	0.00%	5.966%	6.074%	NA	5.966%
HPI Monitors	Norway	NOK	Quarterly Advanced	60 days	0.00%	5.607%	NA	5.663%	5.793%
HP Office Printers	Norway	NOK	Quarterly Advanced	60 days	0.00%	5.861%	NA	6.154%	6.007%
Rugged NT Getac	Norway	NOK	Quarterly Advanced	60 days	0.00%	5.989%	NA	6.049%	6.037%
Soft Costs and Accessories	Norway	NOK	Quarterly Advanced	60 days	0.00%	6.148%	NA	NA	6.148%
HPI Monitors	Poland	PLN	Quarterly Advanced	60 days	0.00%	6.127%	NA	6.188%	6.301%
HP Office Printers	Poland	PLN	Quarterly Advanced	60 days	0.00%	6.359%	NA	6.677%	6.496%
Rugged NT Getac	Poland	PLN	Quarterly Advanced	60 days	0.00%	6.473%	NA	6.538%	6.518%
Soft Costs and Accessories	Poland	PLN	Quarterly Advanced	60 days	0.00%	6.619%	NA	NA	6.619%
HPI Monitors	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	5.444%	5.542%	5.499%	5.637%
HP Office Printers	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	5.700%	5.803%	5.985%	5.852%
Rugged NT Getac	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	5.824%	5.929%	5.883%	5.875%
Soft Costs and Accessories	Spain-Portugal	EUR	Quarterly Advanced	60 days	0.00%	5.988%	6.096%	NA	5.988%
HPI Monitors	Sweden	SEK	Quarterly Advanced	60 days	0.00%	5.496%	5.595%	5.551%	5.684%
HP Office Printers	Sweden	SEK	Quarterly Advanced	60 days	0.00%	5.754%	5.857%	6.041%	5.902%
Rugged NT Getac	Sweden	SEK	Quarterly Advanced	60 days	0.00%	5.885%	5.991%	5.944%	5.934%
Soft Costs and Accessories	Sweden	SEK	Quarterly Advanced	60 days	0.00%	6.050%	6.158%	NA	6.050%
HPI Monitors	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	5.269%	NA	5.322%	5.462%
HP Office Printers	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	5.535%	NA	5.812%	5.687%
Rugged NT Getac	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	5.672%	NA	5.729%	5.722%
Soft Costs and Accessories	Switzerland	CHF	Quarterly Advanced	60 days	0.00%	5.850%	NA	NA	5.850%
HPI Monitors	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	6.265%	NA	6.327%	6.438%
HP Office Printers	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	6.494%	NA	6.818%	6.630%
Rugged NT Getac	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	6.603%	NA	6.648%	6.648%
Soft Costs and Accessories	South Africa	ZAR	Quarterly Advanced	60 days	0.00%	6.745%	NA	NA	6.745%
HPI Monitors	UK	GBP	Quarterly Advanced	60 days	0.00%	5.551%	NA	5.606%	5.738%
HP Office Printers	UK	GBP	Quarterly Advanced	60 days	0.00%	5.806%	NA	6.097%	5.953%
Rugged NT Getac	UK	GBP	Quarterly Advanced	60 days	0.00%	5.936%	NA	5.996%	5.984%
Soft Costs and Accessories	UK	GBP	Quarterly Advanced	60 days	0.00%	6.098%	NA	NA	6.098%
HPI Monitors	US	USD	Quarterly Advanced	60 days	0.00%	5.540%	NA	5.719%	5.735%
HP Office Printers	US	USD	Quarterly Advanced	60 days	0.00%	5.621%	NA	5.986%	5.767%
Rugged NT Getac	US	USD	Quarterly Advanced	60 days	0.00%	5.902%	NA	5.971%	5.999%
Soft Costs and Accessories	US	USD	Quarterly Advanced	60 days	0.00%	6.085%	NA	6.085%	6.085%

HPI Monitors	Canada	CAD	Quarterly Advanced	60 days	0.00%	5.668%	NA	5.988%	5.860%
HP Office Printers	Canada	CAD	Quarterly Advanced	60 days	0.00%	5.720%	NA	6.075%	5.865%
Rugged NT Getac	Canada	CAD	Quarterly Advanced	60 days	0.00%	6.034%	NA	6.098%	6.128%
Soft Costs and Accessories	Canada	CAD	Quarterly Advanced	60 days	0.00%	6.106%	NA	6.106%	6.106%
HPI Monitors	Argentina	USD	Quarterly Advanced	30 days	0.00%	6.03%	NA	NA	NA
HP Office Printers	Argentina	USD	Quarterly Advanced	30 days	0.00%	6.04%	NA	NA	NA
Rugged NT Getac	Argentina	USD	Quarterly Advanced	30 days	0.00%	6.34%	NA	NA	NA
Soft Costs and Accessories	Argentina	USD	Quarterly Advanced	30 days	0.00%	6.49%	NA	NA	NA
HPI Monitors	Brazil	BRL	Quarterly Arrears	0 days	0.00%	7.17%	NA	7.218%	NA
HP Office Printers	Brazil	BRL	Quarterly Arrears	0 days	0.00%	7.32%	NA	7.692%	NA
Rugged NT Getac	Brazil	BRL	Quarterly Arrears	0 days	0.00%	7.54%	NA	7.687%	NA
Soft Costs and Accessories	Brazil	BRL	Quarterly Arrears	0 days	0.00%	7.71%	NA	NA	NA
HPI Monitors	Brazil	USD	Quarterly Arrears	0 days	0.00%	5.72%	NA	5.757%	NA
HP Office Printers	Brazil	USD	Quarterly Arrears	0 days	0.00%	5.89%	NA	6.186%	NA
Rugged NT Getac	Brazil	USD	Quarterly Arrears	0 days	0.00%	6.12%	NA	6.240%	NA
Soft Costs and Accessories	Brazil	USD	Quarterly Arrears	0 days	0.00%	6.30%	NA	NA	NA
BRAZIL - 2% ISS TAX INCLUDED - LOCAL CURRENCY CAN'T BE INDEXED									
HPI Monitors	Australia	AUD	Quarterly Advanced	60 days	0.00%			NA	
HP Office Printers	Australia	AUD	Quarterly Advanced	60 days	0.00%	5.775%	NA	5.956%	5.920%
Rugged NT Getac	Australia	AUD	Quarterly Advanced	60 days	0.00%	6.015%	NA	6.491%	6.085%
Soft Costs and Accessories	Australia	AUD	Quarterly Advanced	60 days	0.00%	6.039%	NA	6.121%	6.102%
HPI Monitors	China	CNY	Quarterly Advanced	60 days	0.00%	6.285%	NA	NA	6.285%
HP Office Printers	China	CNY	Quarterly Advanced	60 days	0.00%	5.871%	NA	6.080%	6.015%
Rugged NT Getac	China	CNY	Quarterly Advanced	60 days	0.00%	6.109%	NA	6.762%	6.178%
Soft Costs and Accessories	China	CNY	Quarterly Advanced	60 days	0.00%	6.133%	NA	6.232%	6.194%
HPI Monitors	India	INR	Quarterly Advanced	60 days	0.00%	6.334%	NA	NA	6.334%
HP Office Printers	India	INR	Quarterly Advanced	60 days	0.00%	6.200%	NA	6.498%	6.340%
Rugged NT Getac	India	INR	Quarterly Advanced	60 days	0.00%	6.427%	NA	7.145%	6.494%
Soft Costs and Accessories	India	INR	Quarterly Advanced	60 days	0.00%	6.450%	NA	6.575%	6.510%
HPI Monitors	India	INR	Quarterly Advanced	60 days	0.00%	6.766%	NA	NA	6.766%
HP Office Printers	Korea	KRW	Quarterly Advanced	60 days	0.00%	5.619%	NA	5.741%	5.767%
Rugged NT Getac	Korea	KRW	Quarterly Advanced	60 days	0.00%	5.865%	NA	6.468%	5.935%
Soft Costs and Accessories	Korea	KRW	Quarterly Advanced	60 days	0.00%	5.889%	NA	5.968%	5.953%
HPI Monitors	Korea	KRW	Quarterly Advanced	60 days	0.00%	6.042%	NA	NA	6.042%
HP Office Printers	Singapore	SGD	Quarterly Advanced	60 days	0.00%	5.741%	NA	5.889%	5.850%
Rugged NT Getac	Singapore	SGD	Quarterly Advanced	60 days	0.00%	5.982%	NA	6.923%	6.051%
Soft Costs and Accessories	Singapore	SGD	Quarterly Advanced	60 days	0.00%	6.006%	NA	6.130%	6.068%
HPI Monitors	Thailand	THB	Quarterly Advanced	60 days	0.00%	6.160%	NA	NA	10.205%
HP Office Printers	Thailand	THB	Quarterly Advanced	60 days	0.00%	5.878%	NA	5.995%	6.024%
Rugged NT Getac	Thailand	THB	Quarterly Advanced	60 days	0.00%	6.113%	NA	6.729%	6.183%
Soft Costs and Accessories	Thailand	THB	Quarterly Advanced	60 days	0.00%	6.138%	NA	6.216%	6.200%
HPI Monitors	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	6.132%	NA	NA	6.132%
HP Office Printers	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	5.487%	NA	NA	5.676%
Rugged NT Getac	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	5.812%	NA	NA	5.964%
Soft Costs and Accessories	Israel ILS	ILS	Quarterly Advanced	60 days	0.00%	6.018%	NA	NA	6.066%
HPI Monitors	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	6.075%	NA	NA	6.075%
HP Office Printers	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	5.652%	NA	5.754%	5.820%
Rugged NT Getac	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	5.972%	NA	6.080%	6.116%
Soft Costs and Accessories	Dubai USD	USD	Quarterly Advanced	60 days	0.00%	6.175%	NA	6.287%	6.223%
HPI Monitors	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	6.219%	NA	NA	6.219%
HP Office Printers	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	6.681%	NA	6.815%	6.853%
Rugged NT Getac	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	6.854%	NA	7.213%	6.983%
Soft Costs and Accessories	Mexico MXN	MXN	Quarterly Advanced	60 days	0.00%	7.008%	NA	7.290%	7.094%
			Quarterly Advanced	60 days	0.000%	7.273%	NA	NA	7.273%

HPI Monitors	Chile CLP	CLP	Quarterly Advanced	60 days	0.000%	6.272%	NA	NA	6.442%
HP Office Printers	Chile CLP	CLP	Quarterly Advanced	60 days	0.000%	6.438%	NA	NA	6.565%
Rugged NT Getac	Chile CLP	CLP	Quarterly Advanced	60 days	0.000%	6.590%	NA	NA	6.675%
Soft Costs and Accessories	Chile CLP	CLP	Quarterly Advanced	60 days	0.000%	6.805%	NA	NA	6.805%
HPI Monitors	Colombia COP	COP	Quarterly Advanced	60 days	0.000%	6.748%	NA	NA	6.921%
HP Office Printers	Colombia COP	COP	Quarterly Advanced	60 days	0.000%	6.923%	NA	NA	7.052%
Rugged NT Getac	Colombia COP	COP	Quarterly Advanced	60 days	0.000%	7.078%	NA	NA	7.164%
Soft Costs and Accessories	Colombia COP	COP	Quarterly Advanced	60 days	0.000%	7.218%	NA	NA	7.218%
HPI Monitors	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.000%	5.599%	NA	NA	5.785%
HP Office Printers	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.000%	5.785%	NA	NA	5.923%
Rugged NT Getac	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.000%	5.956%	NA	NA	6.046%
Soft Costs and Accessories	Puerto Rico USD	USD	Quarterly Advanced	60 days	0.000%	6.223%	NA	NA	6.223%
HPI Monitors	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.000%	5.803%	NA	6.037%	5.947%
HP Office Printers	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.000%	6.041%	NA	6.862%	6.185%
Rugged NT Getac	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.000%	6.065%	NA	6.142%	6.209%
Soft Costs and Accessories	Hong Kong HKD	HKD	Quarterly Advanced	60 days	0.000%	6.211%	NA	6.014%	6.211%
HPI Monitors	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.000%	5.900%	NA	6.014%	6.045%
HP Office Printers	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.000%	6.138%	NA	6.930%	6.282%
Rugged NT Getac	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.000%	6.162%	NA	6.240%	6.306%
Soft Costs and Accessories	New Zealand NZD	NZD	Quarterly Advanced	60 days	0.000%	6.401%	NA	6.401%	6.401%
HPI Monitors	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.000%	5.761%	NA	5.844%	5.905%
HP Office Printers	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.000%	5.998%	NA	6.371%	6.142%
Rugged NT Getac	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.000%	6.022%	NA	6.071%	6.166%
Soft Costs and Accessories	Malaysia MYR	MYR	Quarterly Advanced	60 days	0.000%	6.331%	NA	6.331%	6.331%
HPI Monitors	Japan JPY	JPY	Quarterly Advanced	60 days	0.000%	5.354%	NA	5.799%	5.497%
HP Office Printers	Japan JPY	JPY	Quarterly Advanced	60 days	0.000%	5.590%	NA	7.653%	5.734%
Rugged NT Getac	Japan JPY	JPY	Quarterly Advanced	60 days	0.000%	5.614%	NA	5.879%	5.758%
Soft Costs and Accessories	Japan JPY	JPY	Quarterly Advanced	60 days	0.000%	5.772%	NA	5.772%	5.772%
HPI Monitors	Philippines PHP	PHP	Quarterly Advanced	60 days	0.000%	6.262%	NA	6.664%	6.407%
HP Office Printers	Philippines PHP	PHP	Quarterly Advanced	60 days	0.000%	6.500%	NA	6.925%	6.645%
Rugged NT Getac	Philippines PHP	PHP	Quarterly Advanced	60 days	0.000%	6.524%	NA	6.615%	6.669%
Soft Costs and Accessories	Philippines PHP	PHP	Quarterly Advanced	60 days	0.000%	6.672%	NA	6.672%	6.672%
HPI Monitors	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.000%	5.562%	NA	5.708%	5.706%
HP Office Printers	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.000%	5.799%	NA	6.356%	5.943%
Rugged NT Getac	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.000%	5.823%	NA	5.910%	5.967%
Soft Costs and Accessories	Taiwan TWD	TWD	Quarterly Advanced	60 days	0.000%	5.976%	NA	5.976%	5.976%

- Rent will be payable Quarterly in advance with 60 days payment delay (30 days in Argentina; 0 days in Brazil).
- Lease Duration/Term of Lease: 36 or 60 months.
- Payment Method: Wire Transfer unless agreed otherwise locally.
- The Lease Rate Factor applicable to any Lease of Equipment will be the Lease Rate Factor prevailing during the Month (Standard Procedure) or Quarter (Consolidation Procedure) that the Equipment is delivered to you and accepted by you. Any Equipment delivered to you after the Cut-Off Date shall be included in the following Month +1 (Standard Procedure) or after the Consolidated Cut-Off Date shall be included in the following Quarter Q+1 (Consolidation Procedure) and shall be subject to the pricing available for that Month/Quarter.
- The Quarterly Rental fee for a Lease shall be calculated as follows:
 "Unit Price (in chosen currency) of the relevant item of Equipment" MULTIPLIED BY the relevant Equipment LRF for the selected Lease Duration PLUS "Unit Price (in chosen currency) of the Soft Cost" MULTIPLIED BY the Soft Cost LRF for the selected Lease Duration = Quarterly bundled Rent.
 Unless specified otherwise in a Schedule, the first quarterly Rent payment will be assessed at 0.00 in the applicable currency.

2.2 Lease Rate Factor indexation

The Lease Rate Factors provided by us pursuant to which you may lease Equipment from us under the terms of the Global Agreement and this Annex 2 shall be subject to indexation as described in this article.

On or before the 5th calendar day of the Quarter Q, the quarterly Lease Rate Factors may be adjusted and notified to you based on any change between the Reference Rate and the Index Rate as measured on the first business day of the Month.

The Index Rate shall be taken from market information published by Bloomberg and is defined as the 3 Year Swap Rate of the deal currency as follows:

Europe Middle East and Africa Region:

3Yr CHF SWAP: Bloomberg Reference SFSW3 CHF SWAP 3YR
 3Yr CZK SWAP: Bloomberg Reference CKSW3 CZK SWAP 3YR
 3Yr DKK SWAP: Bloomberg Reference DKSW3 DKK SWAP 3YR
 3Yr EUR SWAP: Bloomberg Reference EUSA3 EUR SWAP 3YR
 3Yr GBP SWAP: Bloomberg Reference BPSWS3 GBP SWAP 3YR
 3Yr ILS SWAP: Bloomberg Reference ISSW3 ILS SWAP 3YR
 3Yr NOK SWAP: Bloomberg Reference NKSW3 NOK SWAP 3YR
 3Yr PLN SWAP: Bloomberg Reference PZSW3 PLN SWAP 3YR
 3Yr SEK SWAP: Bloomberg Reference SKSW3 SEK SWAP 3YR
 3Yr ZAR SWAP: Bloomberg Reference SASW3 ZAR SWAP 3YR

Asia Pacific Region:

3Yr AUD SWAP: Bloomberg Reference ADSWAP3Q AUD SWAP 3YR
 3Yr CNY SWAP: Bloomberg Reference CCSHO3 CNY SWAP 3YR
 3Yr HKD SWAP: Bloomberg Reference HDSW3 HKD SWAP 3YR
 3Yr INR SWAP: Bloomberg Reference IRSWO3 INR SWAP 3YR
 3Yr JPY SWAP: Bloomberg Reference BVCSEI03 BVLI JPY SWAP 3YR
 3Yr MYR SWAP: Bloomberg Reference MRSWQO3 MYR SWAP 3YR
 3Yr NZD SWAP: Bloomberg Reference NDSWAP3 NZD SWAP 3YR
 3Yr SGD SWAP: Bloomberg Reference SDSW3 SGD SWAP 3YR
 3Yr THB SWAP: Bloomberg Reference TBSWO3 THB SWAP 3YR
 3Yr TWD SWAP: Bloomberg Reference NTSWN3 CMPN TWD SWAP 3YR

North and Latin America:

3Yr CAD SWAP: Bloomberg Reference CDSW3 CAD SWAP 3YR
 3Yr USD SWAP: Bloomberg Reference USSW3 USD SWAP 3YR

- For the Europe Middle East and Africa Region, the Reference Rate values of these Index Rates for these Financial Conditions have been taken as of 01.06.2022 at closing and are:

SFSW3: 0.227%
 CKSW3: 5.683%
 DKSW3: 1.652%
 EUSA3: 1.363%

BPSWS3: 2.457%
ISSW3: 2.480%
NKSWS3: 2.760%
PZSW3: 7.104%
SKSW3: 2.280%
SASW3: 6.965%

For every upward or downward change of ten (10) Basis Points in the Index Rates when compared with the Reference Rate, the quarterly payment Lease Rate Factor shall increase or decrease by adding or subtracting 0.014%. Any change will be applied up or down in line with the direction of movement in the Index Rate resulting in an increase or a decrease of the Lease Rate Factor as appropriate.

• For the Asia Pacific Region, the Reference Rate values of these Index Rates for these Financial Conditions have been taken as of 01.06.2022 at closing and are:

ADSWAP3Q: 3.336%
CCSHO3: 2.675%
HDSW3: 2.695%
IRSWO3: 6.820%
BVCSEI03: -0.060%
MRWQO3: 3.605%
NDSWAP3: 3.945%
SDSW3: 2.555%
TBSWO3: 2.11%
NTSWN3 CMPN: 1,590%

For every upward or downward change of ten (10) Basis Points in the Index Rates when compared with the Reference Rate, the quarterly payment Lease Rate Factor shall increase or decrease by adding or subtracting 0.014%. Any change will be applied up or down in line with the direction of movement in the Index Rate resulting in an increase or a decrease of the Lease Rate Factor as appropriate.

• For the North and Latin America Region the Reference Rate values of these Index Rates for these Financial Conditions have been taken as of 01.06.2022 at closing and are:

CDSW3: 3.254%
USSW3: 2.999%

For every upward or downward change of ten (10) Basis Points in the Index Rate when compared with the Reference Rate, the quarterly payment Lease Rate Factor shall increase or decrease by adding or subtracting 0.014%. Any change will be applied up or down in line with the direction of movement in the Index Rate resulting in an increase or a decrease of the Lease Rate Factor as appropriate.

The above indexation formulas in respect of all regions shall be subject to the following conditions:

- (i) they shall be valid for Leases with a Lease Term of 24 months or greater;
- (ii) they shall initially be valid until 31.05.2023 only after which they shall be subject to review by us and then at least once every twelve (12) months; and
- (iii) any individual movement of the Index Rates when compared with the relevant Reference Rates shall be capped at 100 basis points.

The pricing approach and indexation formulae provided in this Annex 2 have been agreed subject to a number of factors and assumptions in place at the time of commencement of the relevant indexation period. In the event that any such factors and assumptions change during the course of a twelve (12) month period, such as, but not limited to our cost of funds, relevant market factors or other changes in the credit profiles of either you or us and/or any Guarantor or any external material adverse change occurs, either party can notify the other of the relevant change at its discretion.

Once notification has been provided by one party to the other, it is agreed that both parties will have ninety (90) days to re-negotiate the new pricing for any or all future Leases from that date until the end of the agreed period in accordance with the conditions of the new pricing structure. In the event that the parties cannot reach agreement within the relevant 90 day period, each party shall have the option to terminate this pricing indexation agreement and not engage in future Leases (from the end of the 90 day period).

Exhibit A to Global Agreement

Global Agreement Number _____
Schedule Number _____

GLOBAL MASTER LEASE AND FINANCING AGREEMENT SCHEDULE

_____ ("we", "us" or "our") and _____ ("you" or "your") are parties to this Schedule (which will be identified by the Schedule Number specified above) being entered into under the Global Master Lease and Financing Agreement identified by the Global Agreement Number specified above (the "Agreement"). This Schedule and the Agreement together comprise a separate Lease, a separate Financing or a separate Lease and a separate Financing, as the case may be, between the parties. The terms and conditions of the Agreement are incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings specified in the Agreement.

1. LEASE.

A. Description of Items of Leased Equipment Total Cost*

*(i.e., total acquisition cost to us of the Equipment, including related delivery, installation, taxes and other charges that we have agreed to pay and treat as a portion of such acquisition cost, if any)

B. Initial Term: _____ Months (plus, unless the Acceptance Date falls on the first day of a month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Section 3 below), the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (as applicable in which the Acceptance Date occurs)

2. FINANCING.

A. Description of Financed Items Total Cost *

*(i.e., the total amount of the Financed Items subject to the Financing)

B. Financing Rate: _____ % per annum

C. Term: _____ Months (plus, unless the Acceptance date falls on the first day of a month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Section 3 below), the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (as applicable) in which the Acceptance Date occurs)

3. RENT.

For Lease: _____
For Financing: _____
Total Rent: _____

Plus applicable Taxes, if any.

RENT is payable: _____ in advance _____ in arrears (check one)
_____ monthly _____ quarterly (check one) with XX days payment delay

DAILY RENT:

For Lease: _____ (i.e., the Rent payment specified above expressed on a per diem basis, assuming a 360 day year and 30 day months)

For Financing: _____ (based on the Financing Rate specified above, and interest only)

You will pay us (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing, plus any applicable Taxes. The First Payment Date will be the first day (if Rent is payable in advance) or the last day (if Rent is

payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs. However, if the Acceptance Date falls on the first day of a month or quarter (as applicable), that day (if Rent is payable in advance) or the last day of the relevant month or quarter (if Rent is payable in arrears) will be the First Payment Date. In addition, on the First Payment Date you also will pay us (a) in the case of Leases an amount equal to the Daily Rent multiplied by (i) 15 days if Rent is payable monthly or (ii) 45 days if Rent is payable quarterly; or (b) in the case of Financings an amount equal to the Daily Rent multiplied by the number of days from and including the Funding Date up to but excluding the first day of the month or quarter (as applicable) in which the First Payment Date occurs.

For Financings, all payments of Rent will be deemed to be blended payments of principal and interest (which interest will be calculated and payable at the Financing Rate), other than (a) Daily Rent, which is interest only, and (b) if Rent is payable in advance, the first periodic payment of Rent which is principal only. All payments of Rent will be applied first to accrued and unpaid interest and next on account of principal, with interest on overdue amounts calculated and payable on demand in accordance with the Agreement.

4. **PRICING EXPIRATION DATE:** _____. Our obligation to purchase and lease the Equipment or fund and finance the Financed Items is subject to the Acceptance Date being on or before the Pricing Expiration Date.
5. **EQUIPMENT LOCATION:** _____
6. **SELLER:** _____
7. **CASUALTY VALUE:** See attached "Table of Casualty Values." If no "Table of Casualty Values" is attached, then the Casualty Value will be as set forth in Section 13 of the Agreement.
8. **OVERDUE RATE:** The lesser of _____ or such other rate which is the highest allowable rate under local law or regulations applicable from time to time.
9. **ADDITIONAL PROVISIONS:** _____

WE AGREE TO LEASE TO YOU AND YOU AGREE TO LEASE FROM US THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE, IF ANY, AND YOU AND WE AGREE TO ENTER INTO A FINANCING OF THE FINANCED ITEMS DESCRIBED IN SECTION 2.A ABOVE, IF ANY. SUCH LEASE AND/OR FINANCING WILL BE GOVERNED BY THE AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE.

[LESSEE:

By: I V E C O GROUP
Name: Patrizia Viel
Title: Global Head of Purchasing Indirect
Date: Global Head of Purchasing Indirect

[LESSOR:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B to Global Agreement

Global Agreement Number _____
Schedule Number _____

GLOBAL MASTER LEASE AND FINANCING AGREEMENT

ACCEPTANCE CERTIFICATE

_____ ("we", "us" or "our") and _____ ("you" or "your") are parties to the Schedule (the "Schedule") under the Global Master Lease and Financing Agreement (the "Agreement") identified by the Schedule Number and Global Agreement Number, respectively, specified above. The Agreement and Schedule together comprise a separate Lease, a separate Financing, or a separate Lease and a separate Financing, as the case may be, that is being accepted and begun pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings specified in the Agreement.

1. LEASE ACCEPTANCE. You hereby acknowledge that the Equipment described in Section 1 of the Schedule, if any, or if different, the Equipment described in the attached invoice or other attachment to this Acceptance Certificate, in either case having an aggregate Total Cost of _____, has been delivered to the Equipment Location specified below, inspected by you and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by you under the Lease evidenced by the Agreement and the Schedule as of the Acceptance Date set forth below.

2. FINANCING ACCEPTANCE. You hereby acknowledge that the Financed Items described in Section 2 of the Schedule, if any, or if different, the Financed Items described in the attached invoice or other attachment to this Acceptance Certificate, in either case having an aggregate Total Cost of _____, have been received or incurred by you and have been unconditionally and irrevocably accepted by you under the Financing evidenced by the Agreement and the Schedule, as of the Acceptance Date set forth below.

3. YOUR ACKNOWLEDGMENTS. You hereby agree to faithfully perform all of your obligations under the Agreement and the Schedule and reaffirm, as of the date hereof, your representations and warranties as set forth in the Agreement. You hereby acknowledge your agreement to pay us Rent payments, as set forth in the Schedule, plus any applicable Taxes, together with all other costs, expenses and charges whatsoever which you are required to pay pursuant to the Agreement and the Schedule, in each instance at the times and in the manner set forth in the Agreement and the Schedule, respectively.

4. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:

5. ACCEPTANCE DATE: 19/12/ 2022

[LESSEE

By: _____

Patrizia Viel

Name **Global Head of Purchasing Indirect**

Global Agreement Number _____
Schedule Number _____

GLOBAL MASTER LEASE AND FINANCING AGREEMENT
APA ACCEPTANCE CERTIFICATE

_____, ("we", "us" or "our") and _____ ("you" or "your") are parties to the Consolidation Procedure under the Global Master Lease and Financing Agreement (the "Agreement"), Global Agreement Number and Consolidation Schedule, respectively, specified above. This APA Acceptance Certificate, together with the Agreement, comprise a separate Lease, a separate Financing, or a separate Lease and a separate Financing, as the case may be, that is being accepted and commenced pursuant to the Agreement. All capitalized terms used in this APA Acceptance Certificate without definition have the meanings specified in the Agreement and its Annexes, as applicable.

1. LEASE ACCEPTANCE. You hereby acknowledge that the Equipment described in the invoices listed in Section 1 of the Attachment to this APA Acceptance Certificate having an aggregate Total Cost of _____ has been delivered to the Equipment Location specified in the Attachment, inspected by you and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by you under the Lease evidenced by this APA Acceptance Certificate and the Agreement as of the Acceptance Date set forth below. The Seller and the Equipment Location of the Equipment is specified in Section 1 of the Attachment to this APA Acceptance Certificate.

2. FINANCING ACCEPTANCE. You hereby acknowledge that the Financed Items described in the invoices listed in Section 2 of the Attachment to this APA Acceptance Certificate having an aggregate Total Cost of _____ have been received or incurred by you and have been unconditionally and irrevocably accepted by you under the Financing evidenced by this APA Acceptance Certificate and the Agreement as of the Acceptance Date set forth below. The Seller of the Financed Items is specified in Section 2 of the Attachment to this APA Acceptance Certificate.

3. YOUR ACKNOWLEDGMENTS. You hereby agree to faithfully perform all of your obligations under the Agreement and reaffirm, as of the date of this APA Acceptance Certificate, your representations and warranties as set forth in the Agreement. You hereby acknowledge your agreement to pay us Rent payments in the amounts determined pursuant to the Agreement plus any applicable Taxes, together with all other costs, expenses and charges whatsoever that you are required to pay pursuant to the Agreement, in each instance at the times and in the manner set forth in the Agreement.

4. ACCEPTANCE DATE: _____, 20____

YOU:

[NAME OF LESSEE]

BY:


Patrizia Viel
Global Head of Purchasing Indirect

Name and Title

ACKNOWLEDGED AND ACCEPTED:

[NAME OF LESSOR]

BY:

Name and Title

Date

Global Agreement Number _____
Schedule Number _____

ATTACHMENT TO APA ACCEPTANCE CERTIFICATE

1. LEASE

<u>Seller</u>	<u>Equipment Description by Invoice No.</u>	<u>Total Cost</u>	<u>Equipment Location</u>
---------------	---	-------------------	---------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. FINANCING

<u>Seller</u>	<u>Financed Items Description by Invoice No.</u>	<u>Total Cost</u>
---------------	--	-------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Global Agreement Number _____
 Consolidation Schedule Number _____

GLOBAL MASTER LEASE AND FINANCING AGREEMENT

CONSOLIDATING SCHEDULE

_____ ("we", "us" or "our") and _____ ("you" and "your") are parties to this Consolidation Schedule (which will be identified by the Schedule Number specified above) being entered into under the Global Master Lease and Financing Agreement identified by the Global Agreement Number specified above (the "Agreement"). This Consolidated Schedule and the Agreement together comprise a separate Lease between the parties. The terms and conditions of the Agreement are incorporated by reference into this Consolidated Schedule. All capitalized terms used in this Consolidated Schedule without definition have the meanings specified in the Agreement.

1. EXISTING LEASES AND FINANCINGS. Each of the ____ Existing Leases and the ____ Existing Financings being consolidated pursuant to this Schedule have been evidenced by the Agreement and an APA Acceptance Certificate. The Acceptance Dates specified in the APA Acceptance Certificates relating to such Existing Leases are as follows:

Applicable APA Acceptance Certificate Number

Acceptance Date

The Acceptance Dates specified in the APA Acceptance Certificates relating to such Existing Financings are as follows:

Applicable APA Acceptance Certificate Number

Acceptance Date

2. LEASE.

A. Description of Items of Leased Equipment

Total Cost*

*(i.e., total acquisition cost to us of the Equipment, including related delivery, installation, taxes and other charges that we have agreed to pay and treat as a portion of such acquisition cost, if any)

B. Initial Term: ____ Months (measured from the Start Date)

3. FINANCING.

A. Description of Financed Items

Total Cost*

*(i.e., the total amount of the Financed Items subject to the Financing)

B. Financing Rate: ____ % per annum

C. Term: ____ Months (measured from the Start Date)

4. RENT:

For Lease: _____
 For Financing: _____
 Total Rent: _____

Plus applicable sales and use taxes, if any.

RENT is payable: ____ in advance ____ in arrears (check one)
 ____ monthly ____ quarterly (check one) with XX days payment delay

You will pay us (a) on the first day of each month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each month or calendar quarter (depending on whether

Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing, plus any applicable Taxes. The First Payment Date will be the Start Date if Rent is payable in advance or the last day of the month or quarter (as applicable) in which the Start Date occurs if Rent is payable in arrears.

For Financings, all payments of Rent will be deemed to be blended payments of principal and interest (which interest will be calculated and payable at the Financing Rate), other than (a) Daily Rent, which is interest only, and (b) if Rent is payable in advance, the first periodic payment of Rent, which is principal only. All payments of Rent will be applied first to accrued and unpaid interest and next on account of principal, with interest on overdue amounts calculated and payable on demand in accordance with the Agreement.

5. **EQUIPMENT LOCATION:** _____

6. **SELLER:** _____

7. **OVERDUE RATE:** The lesser of [] or such other rate which is the highest allowable rate under local law or regulations applicable from time to time.

8. **CASUALTY VALUE.** See attached "Table of Casualty Values". If no "Table of Casualty Values" is attached, then the Casualty Value will be as set forth in Section 13 of the Agreement.

9. **ADDITIONAL PROVISIONS:** _____

WE AGREE TO LEASE TO YOU AND YOU AGREE TO LEASE FROM US THE EQUIPMENT DESCRIBED IN SECTION 2.A ABOVE, IF ANY, AND WE AND YOU AGREE TO ENTER INTO A FINANCING OF THE FINANCED ITEMS DESCRIBED IN SECTION 3.A ABOVE, IF ANY. SUCH LEASE AND/OR FINANCING WILL BE GOVERNED BY THE AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE AGREEMENT, THE TERMS OF THIS SCHEDULE WILL GOVERN.

YOU:

[LESSEE]

BY:  **Patrizia Viel**

Global Head of Purchasing Indirect
Name and Title

Date

15/12/22

WE:

[LESSOR]

BY: _____

Name and Title

Date

COUNTRY CAPABILITIES MATRIX

Country	Indexation	APA	PASS	Insurance	5% Non Return	90 days return grace period
Argentina	Only in USD	NO	NO	NO	YES	YES
Australia	YES	YES	YES	NO	YES	YES
Austria	YES	YES	YES	NO	YES	YES
Belgium	YES	YES	YES	NO	YES	YES
Brazil	Only in USD	NO	YES	NO	YES	YES
Canada	YES	YES	YES	NO	YES	YES
Chile	Only in USD	NO	NO	NO	YES	YES
China	YES	YES	YES	NO	YES	YES
Colombia	Only in USD	NO	NO	NO	YES	YES
Czech Republic	YES	YES	YES	NO	YES	YES
Denmark	YES	YES	YES	NO	YES	YES
Finland	YES	YES	YES	NO	YES	YES
France	YES	YES	YES	YES	YES	YES
Germany	YES	YES	YES	NO	YES	YES
Hong Kong	YES	YES	YES	NO	YES	YES
Hungary	YES	NO	YES	NO	YES	YES
India	YES	YES	YES	NO	YES	YES
Ireland	YES	YES	YES	NO	YES	YES
Israel	YES	NO	NO	NO	YES	YES
Italy	YES	YES	YES	YES	YES	YES
Japan	YES	YES	YES	NO	YES	YES
Luxembourg	YES	YES	YES	NO	YES	YES
Malaysia	YES	YES	YES	NO	YES	YES
Mexico	Only in USD	YES	YES	NO	YES	YES
Netherlands	YES	YES	YES	NO	YES	YES
New Zealand	YES	YES	YES	NO	YES	YES
Norway	YES	YES	YES	NO	YES	YES
Philippines	NO	NO	YES	NO	YES	YES
Poland	YES	YES	YES	NO	YES	YES
Portugal	YES	YES	YES	YES	YES	YES
Puerto Rico	Only in USD	NO	NO	NO	YES	YES
Romania	YES	NO	YES	NO	YES	YES
Singapore	YES	YES	YES	NO	YES	YES
Slovakia	YES	NO	YES	NO	YES	YES
South Africa	YES	YES	YES	NO	YES	YES
South Korea	NO	YES	YES	NO	YES	YES
Spain	YES	YES	YES	YES	YES	YES
Sweden	YES	YES	YES	YES	YES	YES
Switzerland	YES	YES	YES	NO	YES	YES
Taiwan	YES	YES	YES	NO	YES	YES
Thailand	YES	YES	YES	NO	YES	YES
United Arab Emirates	Only in USD	YES	YES	NO	YES	YES
United Kingdom	YES	YES	YES	NO	YES	YES
USA	YES	YES	YES	NO	YES	YES