

Contractual addendum

1. Invoicing and Payment Procedures

1. (in case of goods) In order to ensure payment of the amount indicated on the purchase order, understood as including the guaranteed maintenance service, for the provision of goods, the Supplier must send an invoice after the issuance of a certificate of compliance.
2. (in case of consumption-based services) In order to ensure payment of the amount indicated on the purchase order, for the provision of consumption-based services, the Supplier must send an invoice following Sogei approval of the 'activities report', containing details of the professional services provided during the reference period, along with the positive result of the compliance check. The invoice must specify the reference period.
3. (in case of fee-based services) In order to ensure payment of the amount indicated on the purchase order, for the provision of fee-based services, the Supplier must send a quarterly invoice in arrears, unless otherwise indicated on the purchase order, following a successful compliance check. The invoice must specify the reference period.
4. Each invoice must display the Document no., the CIG (Tender Identification Code), CUP (Uniform Project Code) where required in accordance with art. 11 of Law no. 3 of 16 January 2003¹, as well as a reference to the type/nature of the service covered by the invoice, with an indication of the unit price, the operating establishment of the activity stated on the invoice, details of the location where the contract performance was carried out and the period to which the invoice refers.
5. In the case of an invoice issued for a contractual service provided:
 - a) in relation to the Finance Division, it is necessary to report within the same: contractual repertoire and n. purchase order;
 - b) in relation to the Economy Division, it is necessary to report within the same: n. SIPAI code;
6. In order to make the payment, Sogei shall take steps to obtain the *documento unico di regolarità contributiva* (Single Insurance Contribution Payment Certificate – D.U.R.C.) or an equivalent document in the case of operators from a European Union or non-EU State or a declaration in lieu of certification issued in accordance with paragraph 1p) of article 46 of the consolidated text referred to in Italian Presidential Decree no. 445 of 28 December 2000, in the event of supplies and services of up to €20,000, declaring its regularity with regard to the payment of social security contributions and the mandatory insurance contributions for workplace accidents and occupational illnesses of its employees.
7. Sogei will not pay any interest on the sums to be liquidated due to delays in payments caused by irregularities in the payment of the social security and insurance contributions stipulated by the law.
8. In accordance with the provisions laid down in art. 48-bis of Italian Presidential Decree no. 602 of 29 September 1973, and following the procedures set forth in Decree no. 40 of the Ministry of the Economy and Finance of 18 January 2008, for every payment of an amount greater than € 5,000.00, Sogei shall verify whether the beneficiary has defaulted on the payment obligation generated by one or more collection notices adding up to at least the same amount. Should l'Agenzia delle Entrate - Riscossione indicate that the beneficiary has defaulted on such an obligation, Sogei shall apply the provisions in art. 3 of the abovementioned implementation decree. No interest will be owed on sums not paid in accordance with the above provision.
9. The following must be produced along with the invoice:
 - in case of the provision of goods: delivery note, end-of-installation report, successful compliance check report, residue/waste removal notice;
 - in case of sw maintenance services: successful compliance check report;
 - in case of corrective maintenance services: declaration of interventions carried out and successful compliance check report;
 - in case of professional services with products subject to inspection: successful compliance check report;
 - in case of professional support services measured by working days/persons involved: declaration of services provided and successful compliance check report;
 - in case of services in general: documents certifying the positive outcome of the compliance check.
10. The Supplier hereby acknowledges that the invoices must be addressed exclusively to Sogei, for the attention of "Amministrazione, Bilancio e Tesoreria" – Ufficio Contabilità Fornitori – and must indicate the Document number and the Tender Identification Code (CIG).
11. The Supplier shall undertake to comply with the drafting and sending of electronic invoices in accordance with the procedures indicated on the website www.sogei.it – Suppliers Area – Electronic invoicing to Sogei (Area Fornitori – Fatturazione elettronica verso Sogei), pursuant to the relevant provisions.
12. The payment terms for the aforementioned invoices, accompanied by the documentation indicated above, will be defined according to the procedures laid down in the legislation in force, i.e. Italian Legislative Decree no. 231/2002 as subsequently amended and supplemented. The bank transfer, subject to Sogei's acceptance of the service(s) provided, will be made to the current account held by the Company at the Bank indicated by the Supplier, in accordance with the provisions of art.3, comma 1 of the law of 13 August 2010 no. 136, must also be communicated to the Treasury Department of Sogei, fax number 0650258412 or e-mail: Areatesoreria@sogei.it through a statement issued by the legal representative of the Supplier or by a person with the

¹ High Commissioner for the Prevention and Contrapeption of Corruption and Others illicit forms within the public administration.

appropriate powers of representation. The statement must contain the general and tax code of the persons delegated to operate on the dedicated account and the above mentioned directory number, must reach the Client within 7 days from the account opening, if new opening, or in case of accounts already existing since their first use.

13. (In case of a Temporary Business Grouping) In the case of a Temporary Business Grouping, the agent of the Grouping is obliged to transmit, in a unitary manner, a specific summary statement of the activities and skills accrued by all the companies grouped according to the modalities that will be jointly agreed. In the event of a Temporary Business Grouping with invoicing to the agent, the same undertakes to report the above data together with the amount that will be paid to the principals.

14. The Supplier shall take exclusive responsibility for informing Sogei promptly of any changes which arise with regard to the procedures for crediting the remuneration. Should no such notification be received, even if the changes are published in accordance with the law, the Company may not raise any objections with regard to any delays in payment, nor any payment already made.

15. The Client will make a 0.5% withholding tax on the progressive net amount of the services which will be paid by the same only at the end of the contract; withholding taxes can only be released upon final settlement, following the approval of the certificate of verification of conformity and after the acquisition of the single contributory regularity document.

16. The Supplier hereby declares that the account into which the payments will be made is compliant with Law no. 136 of 13 August 2010² concerning the traceability of financial flows.

17. Charges arising from risks generated by interference among activities conducted simultaneously in the same workplace (so called Interference Risks), where quantified, shall be invoiced by the Supplier and refunded by Sogei to the extent incurred and within the limits laid down by the specific DUVRI (Single Document for the Assessment of Interference Risks).

18. For the purposes of paying VAT for the supply of goods and services to Sogei, the provisions of art. 17-ter of the Presidential Decree n. 633 of 1972 ("split payment"), introduced by art. 1, paragraph 629, of law no. 190 of 2014, as amended by Legislative Decree 24 April 2017, n. 50, converted by the law 21 June 2017, n. 96, and the related implementation provisions including the Ministerial Decree of 23 January 2015 as amended by the Ministerial Decree of 27 June 2017.

19. On a quarterly basis, the Supplier must demonstrate that he has correctly performed the obligations referred to in Articles 25 paragraphs 1 and 2, 26 paragraph 4 and 34 co. 10 and 11 during the time period indicated above, with reference to the remuneration and social security obligations towards the staff employed in the contract; therefore, it must produce the specific declaration made in accordance with Presidential Decree 445/2000 by a person with proven signature powers of the Supplier himself, of any subcontractors, each certifying the full payment of the remuneration towards his own staff employed in the contract, according to the scheme available on the website www.sogei.it -> **Home> Suppliers Area (Area Fornitori), in the section "Payroll regularity declarations" (Dichiarazioni regolarità trattamenti retributivi)**. In the absence of this declaration, Sogei reserves the right not to proceed with the payment of invoices already sent and future ones. This is without prejudice to Sogei's right to carry out random checks with the possibility of requesting documentation other than that indicated above. Sogei's right to request the production of the above on the basis of a different time frame also remains unaffected.

2. Obligations concerning the traceability of financial flows

1. Pursuant to and in accordance with paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, the Supplier shall undertake to adhere strictly to the provisions of the aforementioned regulation with regard to the traceability of financial flows.

2. Without prejudice to any other termination hypotheses established by this contract, it is hereby agreed that Sogei, in accordance with the provisions of paragraph 9-bis of art. 3 of Law no. 136 of 13 August 2010, without any need to assign any time limit for compliance, shall terminate this contract automatically in accordance with art. 1456 of the Civil Code, as well as pursuant to art. 1360 of the Civil Code, subject to a declaration sent to the Company by registered letter with acknowledgement of receipt, should any transactions be conducted without using bank or post office transfer or other instruments suitable for ensuring the full traceability of the transactions, in accordance with Law no. 136 of 13 August 2010.

3. The Supplier, in its capacity as a contractor, shall undertake, as per point 3 of paragraph 8 of art. 3 of Law no. 136 of 13 August 2010, to insert, into any contracts signed with subcontractors, under pain of invalidity, a suitable clause whereby each assumes the financial flow traceability requirements stipulated in Law no. 136 of 13 August 2010.

4. Any Supplier notified of a failure by its counterparty to satisfy the financial traceability obligations as per the regulation indicated above shall immediately terminate the contractual relationship, simultaneously informing Sogei and the competent Prefecture (*Prefettura – Ufficio Territoriale del Governo*), the State's local representative office.

5. The Supplier shall undertake to ensure that, in the contracts entered into with its subcontractors, the aforementioned counterparties shall take on the specific obligation of terminating the relevant contractual relationship should they be informed of failure, on their part, to satisfy the financial traceability obligations, while simultaneously informing Sogei and the competent Prefecture.

6. Sogei shall verify, under pain of invalidity, that the subcontracting agreements contain a suitable clause whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law. With reference to subcontracting agreements, the Supplier shall undertake to send Sogei, in addition to the information specified in the last point of paragraph 2 of art. 105 of Italian Legislative Decree no. 50/2016, a suitable declaration issued pursuant to Italian Presidential

² Law 136 of August 13, 2010, article 3, contains important provisions on the traceability of financial flows and introduces new obligations for public authorities and enterprises involved in public procurements. A decree approved on November 5th clarifies the scope of the provisions

Decree no. 445/2000, stating that, under pain of invalidity, a suitable clause has been inserted into the subcontracting agreement, whereby the subcontractor shall take on the financial traceability obligations laid down in the aforementioned Law, it being understood that Sogei reserves the right to carry out a sample check of the accuracy of the declaration, requesting - to this end - submission of the subcontracting agreements entered into, and, at the end of such a check, to make any more suitable decision, in accordance with the law and the contract.

7. The Supplier is required to provide prompt notification, at least within 7 (seven) days from the change(s), of any change to the identification data of the dedicated current account(s) or the particulars (name and surname) and tax codes of the persons appointed to conduct transactions on the said account(s).

8. It should be understood that any regulatory mechanisms concerning the traceability of financial flows pursuant to art. 3 of Law no. 136 of 13 August 2010 which may be issued and come into effect after the signing of this contract must be considered automatically and directly applicable to this purchase.

9. In accordance with Ruling no. 10 of 22 December 2010 of the National Public Tender Supervisory Authority (*Autorità Vigilanza Contratti Pubblici*, now the Italian National Anti-Corruption Authority – A.N.A.C.), in the event of transfer of receivables, the Supplier shall undertake to provide the CIG (Tender Identification Code)/CUP (Uniform Project Code) to the assignee, possibly in the deed of transfer, so that the code(s) in question may be indicated on the payment instruments used. The assignee is required to use a dedicated current account (or more than one) as well as make advance payments to the Supplier, by bank or post office transfer to the dedicated current account(s) of the Supplier, indicating the CIG/CUP provided by the latter.

3. Contract termination

1. Sogei, without the need to assign any deadline for compliance, pursuant to art. 1456 cod. civ., as well as in accordance with art.1360 cod. civ., upon declaration to be communicated to the Company, will be able to resolve this contract if the lack of the general requirements provide for by law is ascertained.

2. Without prejudice to the greater damage, Sogei will encumber the final guarantee. In the absence of a definitive guarantee, the Client may apply a penalty of no less than 10 percent of the contract value

CIG NUMBER: Z9E340FE7F

FTSE International Ltd
for acceptance

Sogei S.p.A.
