

## CONTRACTUAL ADDENDUM

### 1. Invoicing and Payment Procedures

1. *(this paragraph applies in the case of the purchase of goods)* For the purposes of payment of the fee indicated in this contract for the supply of goods, to be understood as including the maintenance service under warranty, the Supplier may issue an invoice following the certificate of positive compliance check.
2. *(this paragraph applies in the case of pay-as-you-go services)* For the purposes of payment of the fee indicated in this contract, the Supplier may issue an invoice following approval by the Client of the "activity balance sheet", containing the details of the professional services disbursed in the reference period, as well as the positive compliance check. The reference time period must be indicated on the invoice.
3. *(this paragraph applies in the case of fee-based services)* For the purposes of payment of the fee indicated in the contract, relating to the provision of fee-based services, the Supplier must issue an invoice with a deferred quarterly frequency, unless otherwise indicated in the contract, in the Request for Proposal, following the relevant positive conformity verification. The reference time period must be indicated on the invoice.
4. Each invoice must strictly include the details of the Repertoire, the CIG (Tender Identification Code), the CUP (Single Project Code) where mandatory pursuant to art. 11 of law 16 January 2003, n. 3, as well as containing the reference to the type/nature of processing of the service covered by the invoice and the indication of the relative unit price, to the operational headquarters of the activity covered by the invoice, the indication of the place of execution of the contract, the period of invoice jurisdiction.
5. In the case of an invoice issued for a contractual service provided:
  - a. in relation to the Finance Branch it is necessary to report within it: n. contractual repertoire and n. purchase order;
  - b. in relation to the Economics Branch it is necessary to report within it: n. SIPAI code;
6. For the purposes of payment of the consideration and in any case where there are invoices due for payment, the Client will proceed to acquire, *<possible in the case of subcontracting also for the subcontractor>*, *<possible in the case of sub-assignment also for the sub-contractor>* the single contribution regularity document (D.U.R.C.) or equivalent document in the case of operators belonging to a European Union or non-EU State or a substitute declaration made pursuant to article 46, paragraph 1, letter p), of the consolidated law referred to to the Decree of the President of the Republic of 28 December 2000, n. 445 in the case of supplies and services up to 20,000 euros, certifying its regularity with regard to the payment of social security contributions and compulsory insurance contributions for accidents at work and occupational diseases of employees.
7. The Client will not pay any interest on the sums to be paid due to delays in payments due to irregularities found in relation to the payment of social security and insurance contributions required by law.
8. Sogei, in compliance with the provisions of art. 48-bis of the Presidential Decree 602 of 29 September 1973, with the methods set out in the Decree of the Ministry of Economy and Finance of 18 January 2008 n. 40, for each payment of an amount exceeding €5,000.00, it will proceed to verify whether the beneficiary is in default of the payment obligation deriving from the notification of one or more payment orders for a total amount equal to at least this amount. In the event that the Revenue Agency - Collection communicates that there is a default on the part of the beneficiary, the Client will apply the provisions of the art. 3 of the above implementing decree. No interest will be due for sums that are not paid in accordance with the above provisions.
9. Together with the invoice, where necessary, the following must be produced:
  - in the case of goods: Positive conformity verification report and possible known removal of residues/waste;
  - in case of SW maintenance service: Positive conformity verification report;
  - in the case of corrective maintenance service: Declaration of interventions carried out and positive conformity verification report;
  - in the case of professional services with products subject to testing: Positive conformity verification report;
  - in the case of professional support services measured per day/person: Declaration on services rendered and positive compliance verification report;>
  - in the case of services in general: documents certifying the positive outcome of the conformity verification.
10. The Supplier acknowledges that the invoices must be addressed exclusively to the Client at "Administration, Budget and Treasury - Supplier Accounting Office" and must highlight the Repertory number and the Tender Identification Code (CIG).
11. The Supplier undertakes to comply with the methods indicated on the website [www.sogei.it](http://www.sogei.it) - Supplier Area - Electronic invoicing to the Client for the preparation and transmission of electronic invoices, in compliance with the provisions of the relevant legislation.
12. The payment terms of the aforementioned invoices, accompanied by the documentation indicated above, will be defined according to the methods set out in the current legislation, Legislative Decree. 231/2002 and subsequent amendments. The bank transfer, following verification by the Client of the service(s) carried out, will be made to the current account dedicated to public procurement transactions pursuant to article 3 paragraph 1 of Law no. 13 August 2010. 136 whose identification details must also be communicated to the Sogei Treasury Office, at the fax number 0650258412 or at the e-mail: [Areatesoreria@sogei.it](mailto:Areatesoreria@sogei.it) via declaration issued by the legal representative of the Supplier or by a person with suitable powers of representation. The declaration, which must contain the personal details and tax code of the persons delegated to operate on the dedicated current

account as well as the register number indicated above, must reach the Client within 7 days of opening the account, if newly opened, or in the case of existing accounts from their first use.

13. (*In case of RTI*) In case of RTI, the representative company of the Grouping itself is obliged to transmit, in a uniform manner, a specific summary statement of the activities and skills acquired by all the grouped companies according to the methods that will be jointly agreed. In the case of RTI with invoicing by the agent, the agent undertakes to report the above data together with the amount that will be paid to the principals.

14. The Supplier, under its own exclusive responsibility, will promptly inform Sogei of any changes that may occur regarding the methods of crediting the fee. In the absence of such communication, even if the changes are published in accordance with the law, the Company will not be able to raise objections regarding any delays in payments, nor regarding payments already made.

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

16. The Supplier declares that the account to which payments will be made operates in compliance with Law 13 August 2010, n. 136.

17. Charges deriving from interferential risks, where quantified, will be invoiced by the Supplier and reimbursed by Sogei to the extent incurred by the same and within the limits of the provisions of the specific DUVRI.

18. For the purposes of paying VAT for the sale of goods and services to Sogei, the provisions of the art. apply. 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 law 21 June 2017, n. 96, and the related implementing 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 it has correctly fulfilled the obligations referred to in the 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 personnel employed in the contract; it will therefore have to produce the specific declaration made pursuant to Presidential Decree 445/2000 by a person with proven signature powers of the Supplier itself, also transmit the declarations made by any subcontractors/subcontractors/subcontractors/subsuppliers in any capacity involved, each certifying the payment full remuneration of its staff employed on the contract, according to the scheme available on the website [www.sogei.it](http://www.sogei.it) -> Home > Suppliers Area, in the "Remuneration regularity declarations" section. In the absence of this declaration, Sogei reserves the right not to proceed with the payment of invoices already sent and future ones. This remains without prejudice to Sogei's right to carry out random checks with the possibility of requesting supporting documentation other than that indicated above. Sogei also retains the right to ask the supplier to produce the above based on a different time schedule.

## 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. 119 of Italian Legislative Decree no. 36/2023, a suitable declaration issued pursuant to Italian Presidential 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.

10. The Supplier, in the case of recourse to continuous cooperation, service and/or supply contracts referred to in art. 119, paragraph 3, letter. c bis) of the Code, undertakes to guarantee in relations with the subjects deriving from them the fulfillment of the obligations referred to in the art. 3, paragraph 2 of Law 13 August 2010 n. 136.

**CIG NUMBER: ZC23D8FB51**

**European Money Markets Institute**  
per accettazione

**Sogei S.p.A.**