

Agreement

For operational activities

By and between

Exelia Srl

and

Intesa Sanpaolo S.p.A. – London Branch

Visto e sottoscritto	
Exelia Srl	Intesa Sanpaolo S.p.A. – London Branch
Firma	 Firma

Milan, 1st December 2020

Messrs.
Exelia
Str. Ionescu Crum No 1 Piano 2 e 3
Municipio di Brasov
Regione Brasov
Romania

We have transcribed on our letterhead and signed for full acceptance the content of your letter and of the related annexes.

Milan, 1st December 2020

Messrs.
Intesa Sanpaolo S.p.A.
London Branch
Queen Street, 90
EC4N 1SA
LONDON (UK)

Re: Agreement

Following on the reached understandings, we are sending herewith the text of the agreement (hereinafter the “**Agreement**”) aimed to regulate the supply of services to Intesa Sanpaolo S.p.A. (hereinafter “**Intesa Sanpaolo**” or the “**Customer**”) by our Company (hereinafter the “**Supplier**”), thus duly formalizing the agreements reached between us and entering into force with effect from 1st January 2020.

Whereas:

- a) The Supplier is a company of the Intesa Sanpaolo banking Group (hereinafter the “**Group**”), and pursues the achievement of scale economies for the Group as a whole also by way of the concentration supporting/service activities
- b) The Customer is interested in using the expertise and services offered by the Supplier and intends, therefore, to entrust the latter with the performance of the activities specified in the annexes to this Agreement in order to achieve the enhanced efficacy and efficiency of such activities.
- c) In light of the above, the Customer and the Supplier (hereinafter jointly the “**Parties**” and severally a “**Party**”) intend to regulate in a whole and uniform manner their mutual relationship concerning the supply of the services that the Supplier will perform in favor of the Customer.
- d) The Parties hereby respectively declare that all necessary resolutions have been obtained for the signing and execution of this Agreement.

The recitals being considered an integral and essential part of this Agreement, now therefore it is agreed as follows:

Art. 1 – STRUCTURE OF THE AGREEMENT

- 1.1-** This Agreement is made up of the general terms and conditions set forth in the following articles (hereinafter the “**General Terms and Conditions**”) and
- (i) the specific terms and conditions included in the specific documents (hereinafter, collectively with their annexes, the “**Service Agreements**”) and
 - (ii) the “Security Regulations”
- herein attached that constitute an integral and essential part of this Agreement. Where local rules and regulations require modifications of the General Terms and Conditions, a “Local Agreement” shall be

stipulated to the purpose. It is understood that such Local Agreement shall prevail over the General Terms and Conditions (as well as over the Service Agreements).

1.2- In the event of any inconsistencies and/or discrepancies between the content of these General Terms and Conditions and the Service Agreements, the General Terms and Conditions will prevail, unless otherwise expressly stated in the relevant Service Agreement.

Art. 2 – SCOPE OF THE AGREEMENT

2.1- By entering into this Agreement, the Supplier undertakes to provide the Customer with the services indicated in each Service Agreement under the conditions provided therein and those set forth by these General Terms and Conditions.

Each Service Agreement sets out:

- a) the characteristics of the service/s (e.g. detailed list of the activities to be performed, any legislative restrictions);
- b) the specific procedures for the supply of each service (e.g. timeframes, instruments used);
- c) the service level expected and/or any performance indicators ("**KPI**") for evaluation of the quality of the services provided;
- d) the service levels granted in case of emergency and the business continuity solutions compatible with business requirement and with the provisions of the supervisory authority;
- e) the information flows *vis-à-vis* the Customer, without prejudice to the obligation of the Supplier to promptly reply to any request for information from the Customer.

2.2- The supply of other services shall be carried out upon the execution of further Service Agreements, that shall set out, for each service, the specific terms for the supply and shall be defined and considered as annexes to this Agreement and, therefore, shall become an essential and integral part of this Agreement.

2.3- The services may also include, upon specific agreement between the Parties, services for the functional management and coordination of skilled employees of the Customer.

Art. 3 – CUSTOMER GUIDANCE AND REVIEW – COORDINATION AND CONTROL COMMITTEE

3.1- The services will be supplied in accordance with the requirements of the Customer, to which exclusively belong the powers for the management of its own business activity.

3.2- The Customer shall perform the due controls over the activity carried out by the Supplier, also pursuant to the legislation applicable to the Customer. In particular, the Customer shall, by way of its internal departments, verify the services received *via* the recurrent monitoring of the services, comparing the actual supplied services with the levels of services envisaged in each Service Agreement.

The Customer shall communicate in writing, and anticipate orally in case of urgency, any complaint or defect in due time to allow for the implementation of the relevant corrections and actions. Such controls may be performed by Intesa Sanpaolo as delegated by the Customer for this purpose.

The Customer may identify- inside its own organization- one first level representative for the Agreement and one or more second level representatives for each Service Agreement with specific professional requirements, to monitor the performed activities and to manage the connected risks.

The first level representative shall assume the role of contact point for the life cycle management of the Agreement and coordinator of second level representatives.

Second level representatives shall be responsible for monitoring service levels on the basis of the scheduled periodic reports, continuously gathering evidence on the quality of the services received and participating in customer satisfaction campaigns of the Supplier s and being the addressee of any other documentation related to the Service Agreement.

Representatives of first and second level contacts for the Customer are indicated in the Service Agreements. , "Communication between parties".

3.3- The Parties acknowledge and accept that Intesa Sanpaolo, in its quality of parent company of the Parties, is entitled, also pursuant to the provisions set out by the Italian Consolidated Banking Act concerning its quality of parent company of the Group (i.e. pursuant to article 61 of the Legislative Decree no. 385/1993 "*Testo unico delle leggi in materia bancaria e creditizia*"), to issue instructions aimed also to the stability of the Group.

3.4- Within 3 (three) months from the request issued by one of the Parties, the Parties will set up a specific body, the Coordination and Control Committee (hereinafter the “**Committee**”) with consulting, proposal and control powers.

3.5- The Committee will be made up of an uneven number of members out of which the Chairman appointed by Intesa Sanpaolo in its quality of parent company of the Group and the remaining members equally appointed by the Parties. Each of the Parties may, at any time, revoke and replace 1 (one) or more of its members, promptly notifying the other Party.

3.6- The Committee shall adopt its own regulation and shall resolve with favorable vote of the majority of its members.

3.7- The Committee shall exercise its consulting and proposal powers in relation to any issue that may be raised, even by only 1 (one) of the Parties, which have not been resolved by the relevant internal department of the Supplier and of the Customer. In particular, the Committee:

- a) analyses any problem that may arise during the performance of the Agreement, identifying possible solutions;
- b) examines any other issue related to the supply of the services that the Parties may submit to its attention;
- c) proposes to the Parties possible amendments or integrations to the Agreement.

The Committee shall also exercise controlling powers.

3.8 The Committee will be convened promptly should any anomaly emerge that could compromise the execution of a service or involve significant risks for the Customer, engaging the other functions involved pursuant to the applicable corporate regulations. The results of these reviews will be reported in writing and, the relevant report will be notified to both Parties. Such report shall contain the amendments or integrations to the services under the Agreement or the individual Service Agreement identified and proposed to the Parties. The Supplier and the Customer undertake herewith to allow the Committee to carry out any reviews, and to supply it with any information and/or document that the Committee may deem useful or necessary for the exercise of its powers, in compliance with the applicable legislation and regulations.

3.9- In any case, the controlling powers vested with the Committee shall not substitute the due controlling powers to be carried out by the Customer over the Supplier in relation to the supply of the services under this Agreement.

Art. 4 – OBLIGATIONS OF THE SUPPLIER

4.1- The Supplier undertakes to perform the services in compliance with the applicable laws and regulations, with the highest professional diligence, and in accordance with the quality levels and, if any, quantitative levels not below those set out under each Service Agreement.

The processes regarding the management of the Service Agreements and the detection of the levels of supplied service, if any, are described in each Service Agreement.

4.2- The Supplier is entitled to employ without prejudice to the provisions contained in each Service Agreement, companies, either belonging or not included in the Group, and consultants or to sub-contract to third parties the performance of part of the activities envisaged in this Agreement, without prejudice of article 12.1, ensuring, in any case, the level of the services in terms of security and reliability and the compliance with the laws and regulations in force, as well as the full compliance with all conditions described in this Agreement, without prejudice to the responsibility and liability of the Supplier in relation to the activities so sub-contracted to such third parties.

4.3- The Supplier shall allow, and shall procure that the subcontractors allow, the controlling entities and/or others representatives appointed by the Customer and/or its auditors, the supervisory authorities and any other local or foreign authority (including the Italian authority), that, pursuant to the legislation in force, are entitled to access and/or to carry out investigations *vis-à-vis* the Customer, to access in the performance of their institutional tasks and without additional charges: (i) its premises or the premises of the subjects mentioned in the previous paragraph in order to verify the methods for carrying out supply of the services under this Agreement and the related technical-administrative procedures; (ii) any document and/or information useful, as well as to provide requested support for the supervision and/or controlling powers attributed to them. The access shall be carried out in an appropriate manner to the critical issues related to outsourced activities and to the Supplier's architecture.

4.4- In the event the services have to be supplied in compliance with a legislation, other than the Italian legislation and applicable to the Customer, such legislation requirements shall be identified and updated by

the Customer and promptly communicated to the Supplier, also for the purposes of the provisions under article 8.2 below.

4.5- The Supplier undertakes also to:

- timely report any problem or change in its business or its position that could influence the execution of the Agreement;
- adopt all the reasonable measures to identify, to manage and monitor the potential conflicts of interest or incompatibility situations that may arise during the execution of the Agreement;
- communicate to the Customer the possible occurrence of such conflicts of interest or incompatibility situations and the measures to be implemented for the relevant management. It is understood that the Supplier undertakes to use all means to ensure that no explicit or potential conflict of interests could affect the correct performance of the services indicated in each Service Agreements.

4.6- It is understood that the Customer may give specific instructions to the Supplier aimed to make the performance of the services described in each Service Agreement i) comply with the applicable law and legislation in force and ii) effective.

4.7 The Supplier acknowledges and accepts the powers recognized to the Resolution Authority appointed by the national law pursuant to Directive 2014/59 / EU (including, in particular those provided for by articles 68 and 71 thereof) and by EU Regulation No. 806 / 2014.

Art. 5 – OBLIGATIONS OF THE CUSTOMER

5.1- The Customer undertakes to promptly communicate to the Supplier any event relevant for the due performance of the Supplier's activities.

5.2- The Customer, to the extent possible under Customer's national laws, shall allow the Supplier, even through third-party suppliers, to access the documentation and information relating to the activities under this Agreement and anything else that may be necessary for the efficient development of the activities, also envisaging access to its IT system in accordance with the modalities agreed upon between the Parties.

5.3- The Customer undertakes to make available to the Supplier the resources, premises, means and equipment that may be necessary for the activities stemming from the performance of the services.

5.4- In the use of the services supplied by the Supplier, the Customer undertakes to apply all the professional expertise, care and diligence requested by the type of activities under this Agreement.

5.5- The Customer is exclusively responsible for the identification and the update of the requirements set forth under article 4.4 above, as well as for monitoring the compliance of the supplied services to the legislation applicable to the Customer.

Art. 6 – LIABILITY AND GUARANTEES

6.1- The Supplier shall not be liable for errors or delays due to the insufficient, incomplete or erroneous information and requirements provided by the Customer or, in any case, due to defects or deficiencies attributable to the Customer. The Supplier shall therefore receive in due time – in relation to the correct performance and the deadlines of the relevant duties concerning each service offered – all the instructions, indications and documents which, pursuant to the law or as a result of the management decisions, are under the responsibility of the Customer. The Supplier is entitled, where deemed necessary, to request for any additional documentation even if not specifically envisaged.

6.2- The Supplier shall promptly communicate to the Customer any circumstance that may significantly affect its capacity to perform its obligations in compliance with the legislation in force and in an efficient and effective manner; in particular the Customer undertakes to promptly communicate the possible security incident. In the event of delay in the supply of the services due to force majeure (including strikes, even of its own personnel or third-party personnel that the Supplier may appoint for the supply of the services, interruption or delay in communications and, in general, any impediment or obstacle that cannot be avoided with normal due diligence), the Supplier undertakes in any case to do everything in its power in order to perform the activities requested, using the diligence appropriate as the situation may require.

6.3- Without prejudice to the foregoing, the Supplier shall be liable for the damages that the Customer may demonstrate it has suffered as an immediate and direct consequence of non-performance by the Supplier of its obligations and commitments set out under this Agreement. In any case it remains understood between the Parties that the liability of the Supplier for any non-performance of its obligations and commitments under this Agreement shall not exceed the amount equal to the 10 percent of annual fees due to the Supplier

pursuant to this Agreement for the services supplied in relation to which the non-performance of the relevant obligations is finally settled, except for wilful misconduct or gross negligence.

Art. 7 – PROJECT PLANNING ACTIVITIES

7.1- The Supplier, carrying out the activities requested by the Customer, is entitled to carry out project planning activities, in co-operation with the Customer in order to setting-up of joint working groups acting in compliance with the *criteria* and modality to be agreed upon between the Parties.

7.2- Without prejudice to the validity of the subject matters governed by this Agreement, the project planning activities are regulated as follows:

- a) for each project the Supplier undertakes to define a work plan detailing the methods and timeframes for the performance of the activities, the relevant estimated fees and the outcomes the Supplier undertakes to keep the Customer informed on the status of the activities and the performance of the project, the solutions envisaged, the specific problems encountered and any inconveniences that may have a significant impact on the progress of works and the foreseen results obtained, in line with the envisaged procedures agreed upon from time to time with the Customer;
- b) the Supplier undertakes to perform its activities within the deadline agreed with the Customer; in the event of delays, the Supplier will promptly communicate the same to the Customer, illustrating the reasons of such delay; the Parties will agree in good faith the postponement of the deadline for the completion of the activities;
- c) the Supplier undertakes to keep copy of all the documentation prepared for each activity, making it available to the Customer upon its request;
- d) the Supplier undertakes, in accordance with the agreed modalities, to provide the support in the implementation phase of the project planning activity;
- e) without prejudice to the provision under article 5, the Customer undertakes to perform all the activities under its responsibility indicated in the work plan, pursuant to the timeframes and methods set out therein, with the highest diligence and the highest levels of quality, and to provide the Supplier with all the information that may be useful or necessary for the performance of the actions under this Agreement.

7.3- The Customer – without prejudice to the provisions under article 5 above - is responsible for monitoring the state of progress of the activities and verifying (also taking part in, where scheduled, the test and commissioning activities) the contents and the functionalities of the activities executed by the Supplier in compliance with the scopes agreed and approved with the Customer.

Art. 8 – AMENDMENTS OR ADDITIONS TO THE SERVICES

8.1- The Supplier and the Customer are entitled to review the conditions of the services upon the occurrence of changes in the operation and organization of the Customer and to propose actions adequate to improve the services in terms of technical, functional and business adequacy or of management efficiency, mutually defining their implementation. In the event such activities entail additional costs for the Supplier, the Parties will negotiate in good faith the adequate additional fees.

8.2- In any case, the Supplier undertakes herewith to introduce into the services and/or into the contractual conditions all changes and/or supplements necessary to comply with new legislation, regulations issued by the national or foreign supervisory authorities (regulations applicable to the Customer being expressly included), and any interbank agreements. Where such operations generate additional costs for the Supplier, the Parties will negotiate in good faith the adequate additional fees.

8.3- In order to ensure the efficiency, quality and security of the services supplied, the Supplier is entitled to modify, at any time, the technical specifications of the services, giving prior notice to the Customer. Should such amendments require for technical-organizational activities by the Customer, the Supplier shall promptly notify it in writing or by other means giving evidence of receipt.

8.4- In the event the Customer requests activities over the services other than those set out in articles 8.1 and 8.2 above, the Supplier shall carry out a prior evaluation to assess the feasibility, also in terms of costs and resources required to implement them, sharing this evaluation with the Customer in order to make an economic offer for the activities agreed upon between the Parties.

Art. 9 – FEES

9.1- The fees to be paid to the Supplier for the execution of the services are set out under each Service Agreement. Such fees may be subject to review upon agreement by and between the Parties to be reached at least 3 (three) months before the natural expiration, also renewed, of the Agreement, or at the Party's request, in the event of amendments or supplements introduced into the services or of significant and evidenced increases of production costs of said services.

9.2- The fees and expenses that may be due to any sub-contractors shall be paid by the Supplier, unless otherwise agreed between the Parties.

Art. 10 – INVOICING AND PAYMENT

10.1- The fees will be invoiced by the Supplier every 6 (six) months, so that invoices will be issued on June and December. Nevertheless, the Supplier may, where agreed with the Customer, request advance payment upon submission of shared report on the state of the work progress. Any possible adjustments that have been agreed upon between the Parties, and regulated in due form, will be calculated on the December invoice.

10.2- Payment will be made due on presentation of the date invoice.

10.3- In the event that the Customer intends to challenge any invoice issued by the Supplier with reference to the activities performed, it shall notify the Supplier by way of registered letter with return receipt to be sent within 30 (thirty) days from the invoice's receipt. The payment of the invoiced amount due by the Customer shall not be delayed or suspended because of invoice's challenging or objecting by the Customer.

Art. 11 – CONFIDENTIALITY AND BANKING SECRET

11.1- The Supplier undertakes not to use the data and information, included information qualified as business and/or banking secrets pursuant to the Customer's national laws, received from the Customer for purposes other than the performance of the services that will remain Customer's (or his assignor's) property. Such data and information shall be kept private and confidential by the Supplier, its own personnel, as well as by any personnel designated by the Supplier for the performance of the services and can be transmitted to any third parties employed by the Supplier, provided that such third parties undertake in writing to comply with the obligations set out herein.

11.2- The aforesaid obligation does not apply to any data or information that:

- a) becomes publicly available for reasons not due to the Supplier;
- b) becomes publicly available from those deriving from the execution of contractual, legal or fiduciary obligations connected with the Group to which the Customer belongs to;
- c) was already in the availability of the Supplier before the disclosure of the same, and in a manner not related to any agreement concerning the confidential treatment.

11.3- The information and data can be disclosed by the Supplier at the request of any judicial and/or administrative authority entitled, pursuant to the legislation in force, to request the Supplier to be provided with, without prejudice to the Customer's right, should it be the case, to be promptly notified, in accordance with the law and/or regulatory provisions.

Art. 12 – PERSONAL DATA PROTECTION

12.1- With reference to the Personal Data processed in the context of this Agreement and of each Service Agreement, each Party shall process the Personal Data received from the other Party for the purposes strictly connected with, and instrumental to the performance of the obligations undertaken under this Agreement and each Service Agreement, in compliance with Regulation (EU) 2016/679 on data protection (following "GDPR"). In particular, the Supplier shall execute the Agreement and each Service Agreement as data processor, pursuant to definition of article 4 n. 8 of GDPR, in compliance with the provisions set forth in the "Appointment as Data Processor", which will be signed between the Parties via a separate agreement, undertaking to (i) comply with the requirements provided in the said appointment and (ii) be responsible towards the Customer for the action of any subsequent data processors, entrusted by the Supplier for the execution of the Agreement and each Service Agreement. To this regard, the Supplier, may entrust subsequent data processors, for executing the services, after obtaining the Customer's specific written authorization, according to article 2, let, d) of Appointment as Data Processor.

12.2 The Parties undertake to supply all the information and provide with the collaboration needed to ensure an adequate and constant level of security for the entire duration of this Agreement.

12.3 The Supplier guarantees the security of the information processed during and for the performance of this Agreement in terms of availability, integrity and confidentiality, in accordance with the statutory provisions on data protection and with the other rules implemented by the Group as indicated in Annex "Security Regulation" also implementing - where necessary - suitable mechanisms for data isolation and tracking of access to environments and data. The Parties acknowledge the services will be executed in compliance with Group rules on the protection of information asset.

12.4 The Customer is entitled to know the data center's locations and the number of people who are entitled to have access to personal data and to the other information relating to the activities under this Agreement.

Art. 13 – INTELLECTUAL PROPERTY OF THE SUPPLIER

13.1- All the intellectual and industrial property rights in general (including those related to the software and the *know-how*) owned by the Supplier, or licensed, used in connection with the supply of the services, shall remain in the ownership of the Supplier (or its licensor). In particular, the Supplier (and/or its licensor, as the case may be) keeps the exclusive ownership of the software and any other intellectual property, process or invention covered by intellectual or industrial property in general (hereinafter the "**IP Rights**") created- directly or through third parties - by the Supplier in performing this Agreement.

The Customer shall therefore not acquire any right over the aforementioned IP Rights, except for those granted pursuant to specific written license agreements entered into with the Supplier.

13.2- Should the use of the aforementioned IP Rights be necessary for the supply of the services, the cost for the services shall include their use.

Art. 14 – INTELLECTUAL PROPERTY OF THE CUSTOMER

14.1- All the IP rights owned by the Customer or licensed to the same, used for the performance of the business functions at the date hereof, and/or developed and/or acquired by the Customer after such date in relation to the supply of the services, shall remain in the ownership of the Customer (or its licensor, as the case may be).

14.2- The Customer grants the Supplier with the right to use, free of charge and for the entire duration of this Agreement, the Customer's IP Rights that may be necessary for the supply of the services, and exclusively for this purpose. It is understood that if the Customer will not be entitled (by its licensor and/or by applicable law) to grant all or part of the above mentioned rights, the Customer will promptly inform the Supplier thereof and subsequently the Parties shall negotiate in good faith the adequate conditions in this regard also with the respective Customer's licensors.

Art. 15 – SAFETY AT WORK

15.1- Each of the Parties represents – each insofar as itself is concerned – that it fully complies with all the obligations imposed upon such Party under the applicable legislation and/or by its respective competent national authorities in relation to the protection of the health and safety of workers, accident prevention, health and safety in the workplace and fire prevention, and undertakes to adopt all measures suggested by common practice with the aim of preventing and avoiding damages and accidents to its own personnel and third parties.

15.2- Should the Supplier operate at the Customer's premises, the Customer shall inform in writing the Supplier (i) about all potential risks, if any, to a person's health and safety connected with the performance of the services under this Agreement at such premises and (ii) in such a case, also about the specific working procedures implemented by the Customer, as well as the equipment to be used, in order to assure safety at work.

15.3- Where required by the applicable legislation, the provisions of article 15.2 above shall be drawn in a report signed by both Parties which could contain the indication of security costs.

Art. 16 – ESSENTIAL AND/OR IMPORTANT OPERATIONAL FUNCTIONS

16.1- The Parties reciprocally acknowledge that this Agreement may govern, *inter alia*, the outsourcing of operational functions which – pursuant to the applicable legislation – may require application of specific measures of operational continuity (“essential and/or important operational functions”).

16.2- In relation to the aforementioned essential and/ or important operational functions, without prejudice to the Customer’s responsibility to comply with all the obligations provided for by the respective national legislation, the Parties agree as follows:

a) the Supplier, subject also to article 6.2:

- ensures its full cooperation *vis-à-vis* the authorities supervising over the Customer, including by way of allowing access to the relevant data and premises where the essential and/ or important operational functions are performed, in order to allow said authorities to exercise their rights, including right of access;
- ensures the Customer’s auditors to access the relevant data and the premises where the investment services and the essential and/or important operational functions are performed, in order to allow the auditors to exercise their rights, including right of access, granted to them;
- ensures the protection of the confidential information relating to the Customer and its clients;

b) the Customer confirms:

- to have, within its own organization and its own business departments, the competence required for controlling the outsourced functions and manage the risks connected with such outsourcing;
- to be able, in the event of termination of this Agreement, to ensure the continuity and quality of the service to the clients.

16.4- Without prejudice to the provisions under art.17, the Parties reciprocally acknowledge that they have adopted, as far as they are concerned, a plan to restore the operation of the systems in case of disaster and for the recurrent inspection of the back-up devices.

Art. 17. – BUSINESS CONTINUITY

17.1- The Supplier is expressly obliged since the very beginning of the deal to have and maintain updated and efficient business continuity plans and tools in order to guarantee business services supply even if an exceptional emergency event should occur.

17.2- Plans shall include and specify all the technological, organisational and infrastructural measures necessary to guarantee the continuity of services delivered by Supplier in case of events that provoke:

- Large-scale (metropolitan or greater dimension) physical destruction of the infrastructures essential for the business of the service provider or of third parties;
- Sever crisis situations not connected with physical destruction events (i.e. pandemic flues, biological attacks, etc.);
- Interruption of the functioning of essential infrastructures (including electricity, telecommunication networks, etc.);
- Unavailability of the personnel staffed on the most critical processes;
- Destruction or inaccessibility of the facilities in which the operational units or critical equipments are stored;
- Damage to key technological and financial infrastructures caused by a disaster;
- Unavailability or destruction of essential documents;
- Severe damages caused by unfaithful employees.

17.3- Specifically:

- if the SUPPLIER’s own IT systems are of critical importance for the delivery of the services, a Disaster Recovery Plan (DRP) has to be available and back up facilities, systems and infrastructures have to be located outside the metropolitan area in which the main business site is located. The relevant annexes should specify a Recovery Time Objective (RTO) compatible with the RTO identified in the BIA of the processes in scope and a Recovery Point Objective (RPO) has to be as close as possible to zero;
- if the Supplier’s personnel and/or premises are of critical importance for the delivery of services, a Business Continuity Plan (BCP) has to be available defining logistic and organisational solutions to be applied in case of emergency. Specifically, operational back up sites have to be available in the event that normal business premises should be unavailable, and backup personnel and/or capabilities have to be identified in the event that ordinary personnel should not be available;

- where one or both of the above cases are applicable, the Supplier shall guarantee the operational availability of any essential ICT Centres and facilities that host critical business processes by High Reliability systems solutions (power supply, cooling systems, telecommunications, etc.), to be activated in the event of unavailability of infrastructural services (i.e. a blackout).

17.4- In the event that the Supplier has defined agreements with other contractors or sub-contractors for the delivery of the service, the Supplier shall ensure that those contractors or sub-contractors fulfil the same obligations binding on the Supplier under the service agreement..

17.5- The Supplier undertakes to guarantee the availability of a management-level crisis representative officer or of an internal function on a permanent basis, responsible for promptly informing the Customer once informed of any event or situation that may represent a potential crisis situation or that may impede the expected delivery of services. The persons appointed for this task shall coincide with the Supplier's operational representatives indicated for each service provided and listed in the Service Agreement, "Communication between parties". The above reports must be made to the Customer's operational representatives indicated in the Service Agreement, "Communication between parties".

17.5 bis In the event that a disaster should hit the Customer, the Supplier undertakes to guarantee the availability of a corporate function that can be contacted by the Customer 24 hours a day, 7 days a week, 365 days a year. The Supplier contact details are indicated in the Service Agreement, "Communication between parties pursuant to article 17.5 bis".

The Customer contact details are indicated in the Service Agreement, "Communication between parties pursuant to article 17.5 bis".

17.6- The Supplier shall test the BCP at least once a year; when the Customer runs its own annual tests, Supplier shall ensure its availability to participate in said tests, within the scope of its responsibilities, upon request. The Supplier, also, would be available to participate in the tests of Customer's DPR.

17.7- The Supplier shall be obliged to ensure that service levels do not deteriorate or that the service becomes unavailable in the event that Supplier has committed the same resources to the delivery of similar services to other companies, especially companies located in the same territorial area.

Art. 18 – GROUP CODE OF ETHICS AND INTERNAL CODE OF CONDUCT

The Supplier declares:

- a) having examined and understood the content of the Organisational, Management and Control Model pursuant to Italian Legislative Decree 231/2001, together with the Group Code of Ethics, Anti-corruption Guidelines and internal Code of Conduct adopted by the Customer, as published on the web site www.intesasampaolo.com;
- b) commitment, also of its own officers/employees/collaborators, in the implementation of this Agreement: (i) to be compliant with the principles of the documents referred to in the previous point to the extent they may be applicable; (ii) in any event to adopt all appropriate measures, under the contractual services, in order to prevent significant offences according to Legislative Decree 231/2001; (iii) to promptly inform the Customer's Surveillance Body of any action, event or conduct of which it may become aware during the course of its appointed duties that could give rise to a reasonable conviction that one of the offences covered by the scope of application of Legislative Decree 231/2001 has been committed;
- c) within its own corporate structure, having adopted adequate internal procedures and all necessary precautions to prevent offences according to Legislative Decree 231/2001;
- d) awareness that the false nature of the above declarations or breach of any of the aforementioned commitments, or in any event unlawful conduct, considered significant pursuant to Legislative Decree 231/2001, by its officers/employees/collaborators when implementing, or in any event in relation to, the appointed duties under the terms of this agreement, shall to all effects and purpose constitute serious breach pursuant to art. 1455 of the Italian Civil Code.

Art 19 – AGENCY

By signing this Agreement, the Customer hereby confers mandate to the Supplier in order to allow the Supplier, through its own personnel and in accordance with the signatories procedures established by the Supplier, to act in the name and on behalf of the Customer *vis-à-vis* any third party including: supervisory bodies or authorities, judicial authorities, police authorities, central and/or peripheral public sector offices, including finance departments, public and private social security and insurance bodies and any Italian or

foreign body or company that performs centralized management of financial instruments, including Clearstream Banking and Euroclear, and *vis-à-vis* any Italian or foreign bank, company, enterprise, body or office, public or private body and any other third party. The power conferred to the Supplier by this article 19.1 shall be used only for the correct performance of this agreement and the Supplier shall be responsible vis à vis the Customer for any use.

The Supplier is therefore authorized, in relation to the abovementioned parties, to sign in the name and on behalf of the Customer information documents, declarations, orders and agreements (including, but not limited to, collect outstanding amounts due to the Customer, notify termination and withdrawal notices, etc.), through its own personnel, in accordance with signatories procedures established by the Supplier, and with the express power of sub-delegation. The Customer, where requested, undertakes to issue to the Supplier, and to its personnel on its behalf, a specific notarial power of attorney for carrying out the specific activities under this Agreement

Art. 20 – AMENDMENTS

Any amendments to this Agreement, including to its annexes, shall be valid only where agreed in writing between the Parties and duly signed by their authorized signatories.

Art. 21 – ASSIGNMENT

This Agreement, and the rights and obligations stemming therefrom cannot be assigned either entirely or partially, without the prior written consent of the other Party, save for the exercise by a competent Authority of the resolution powers referred to in Article 4.7.

Art. 22 – DURATION AND WITHDRAWAL RIGHT

22.1- This Agreement is effective from 1st January 2020 and remains valid and in full force until 31st December 2020 and it is automatically renewed on a yearly basis unless exercise of withdrawal right granted to each Party, by a 3 (three)-months' period advanced notice to be sent by registered letter with return receipt. In any case it is understood and agreed between the Parties that the duration of each Service Agreement may be shorter than that of this Agreement.

22.2- The Parties are entitled, by means of written notice to be sent by registered letter with return receipt at least 3 (three) months in advance, to waive supply of the services entirely or partially, set out in each Service Agreement without this entailing withdrawal from this Agreement.

22.3 The Customer is also authorized to terminate the Agreement at any time with immediate effect in case of such request by the competent supervisory authority or in the case of outsourcing of critical or important operational functions and without prejudice to the provisions under article 23.4.

22.4- In any event of termination of the Agreement the Customer is entitled to request in writing the continuation of the relevant activities and services under the terms and conditions provided for by this Agreement, for an additional period in order to allow the proper transfer of the activities under this Agreement to the Customer, or to any third parties appointed by the Customer. The duration of such additional term shall be agreed upon between the Parties from time to time, but shall not, in any case, exceed 12 (twelve) months. If requested by the Customer, the Supplier will perform any necessary actions for the orderly transfer of the activities according to Art.7 and 8.4 above.

22.5 The Parties agree and accept that the exercise of the powers of withdrawal by the Supplier will be precluded in case of resolution procedure as provided for in Directive 2014/59 / EU.

Art. 23 – TERMINATION

23.1- The Customer is entitled to terminate, *ipso iure* and being a court decision not requested to this extent, this Agreement or each Service Agreement by registered letter with return receipt, in the event the Supplier's in performing its obligations:

- a) does not comply with the legislation, regulations and provisions issued by the supervisory authority that may entail sanctions against the Customer;
- b) repeatedly and unjustifiably stops the supply of the services and in any case if there are events that could compromise the Supplier's capability to perform the services;

c) is in non-compliance with the service levels described in the Service Agreement.

23.2- The Supplier is entitled to terminate *ipso jure* this Agreement or each Service Agreement by registered letter with return receipt in the event the Customer's in performing its obligations does not comply with the legislation, regulations and provisions issued by the supervisory authority that may be relevant to the performance of this Agreement and/or of each Service Agreement.

23.3- This Agreement shall be deemed automatically terminated, *ipso iure*, should the Supplier cease to belong to the Group at the date of occurrence.

23.4- In the event of termination of this Agreement pursuant to this article 23 or in the event of withdrawal right or waive, entirely or partially, of the set out in each Service Agreement, pursuant to article 22 above, the Customer shall pay to the Supplier the amount contractually accrued, invoiced or in the course of invoicing.

The costs relating to the termination of the contracts with sub-contractors, as a consequence of the termination of this Agreement in accordance with the previous paragraphs 2 and 3 or in case of withdrawal by the Customer, entered into by the Supplier solely for the purposes of the supply of the services to the Customer, quantified and duly evidenced at the time of termination of the services, shall be entirely borne by the Customer, including any penalties requested by the sub-contractors (included the depreciation charges and penalties, if any, requested from third suppliers) and penalties as well as termination charge- if any- indicated in the Service Agreement.

23.5- All the fees and costs indicated above shall be paid within 60 (sixty) days from the services' termination date.

Art. 24 – COMMUNICATIONS

24.1- The communications under this Agreement, where related to the same taken as a whole, shall be made in writing to the following addresses:

*Exelia Srl
Str. Ionescu Crum No 1 Piano 2 e 3
Municipio di Brasov
Regione Brasov
Romania*

*Intesa Sanpaolo S.p.A.
London Branch
Queen Street, 90EC4N 1SA
LONDON
(UK)*

24.2- The communications related to each Service Agreement shall be sent to the addresses and the telephone numbers indicated therein. The Supplier and the Customer will indicate the contacts details of their respective structures (also defined as “**Operating Representative of the Supplier**” and “**Operating Representative of the Customer**”) authorized to deal with the relationship regarding the relevant Service Agreement and indicated in the Service Agreement, “Communication between parties”. Any replacement of such Representatives shall be communicated in writing to the other Party with notice of at least 10 (ten) working days.

Art. 25 – ENTIRE AGREEMENT

25.1- This Agreement, together with its recitals and annexes, supersedes and replaces all previous written and/or oral agreements between the Parties relating to the supply of the services envisaged under the Service Agreements.

25.2- Any prospected execution of further Service Agreements will entail the termination by mutual agreement of all previous written and/or oral agreements between the Parties relating to the supply of the services envisaged therein, without prejudice in any case, to the validity and efficacy of this General Terms and Conditions.

Art. 26 – REFERENCE

For all that is not specified in this Agreement, the Italian legal and regulatory provisions apply.

Art. 27 – GOVERNING LAW

This Agreement, including its annexes, is governed by the Italian law.

Art. 28 – COLLABORATION BETWEEN THE PARTIES

28.1- The Parties reciprocally acknowledge that the contents of this Agreement, as well as the content of each Service Agreement, are based on a constant collaboration between the Parties. For this reason, the Parties undertake to constantly monitor the performance of the services, acting in good faith to ensure that the said services are supplied at the best conditions and with the highest flexibility to protect their reciprocal utility.

28.2- The Parties also undertake to negotiate in good faith any amendments, where they deem that such amendment affect the commercial and/or technical-professional backgrounds of the relationship.

Art. 29 – SETTLEMENT

The Parties undertake – before to resort to the arbitration panel as set out in article 31 below – to settle in an amicable manner any disputes of any kind that may arise between them in relation to its validity, interpretation and performance and termination of this Agreement. Should a settlement not be reached, the appropriate mechanisms of escalation are activated involving, if necessary, the executive levels of the Supplier's and of Customer's organizations. In any case, no disputes may prevent the payment of the invoices issued by the Supplier, which is on its side obliged to continue to supply the services as set out in each Service Agreement until the notification of the arbitration award, as set out under article 31 below.

Art. 30 – LANGUAGE

This Agreement is made in English language and in the national language of the Customer, whenever the Customer's national laws mandatorily so require. In any case of discrepancy, the English version shall prevail.

Art. 31 – ARBITRATION CLAUSE AND JURISDICTION

31.1- All disputes deriving from this Agreement, including those relating to its validity, interpretation, performance and termination, shall be referred to an arbitration panel composed of 3 (three) arbitrators, 1 (one) of them acting as Chairman, in compliance with the Arbitration Regulations of the National and International Arbitration Chamber of Milan, whose provisions the Parties declare that they are familiar with and accept in full.

31.2- The arbitrators will adopt formal arbitration procedures based on law, pursuant to article 816 *et subs* of the Italian Code of Civil Procedure. The seat of the arbitration will be Milan and the language of the arbitration shall be English.

31.3- The arbitration panel will also decide on the amount and allocation of the fees and costs of the proceedings and the amount of the damages for breach of this Agreement.

31.4- The clause contained in article 30.1 does not prevent the Parties' right to claim before the Courts such orders, in particular injunction or interim measures that the arbitration panel is not authorized or obliged to issue. In such cases, as well as in the event of any opposition proceedings, the relevant claim shall be started before the Court of Milan, having exclusive jurisdiction to this extent and in any case where the arbitration panel is not competent or has not jurisdiction, as hereby expressly agreed between the Parties.

If you agree with the above, we would ask you to write down this text and that of the related annexes on your letterhead and return them to us duly signed on your behalf, including specific approval of the clauses set out in articles 6 (liability and guarantees), 22.1 (automatic renewal), 23 (termination) and 31 (arbitration clause and jurisdiction).

Yours faithfully.

For acceptance:

PAGINA
13/23

Intesa Sanpaolo S.p.A.



According to the article 1341 of Italian Civil Code, we have approved specifically the clauses set out in articles 6 (liability and guarantees), 22.1 (automatic renewal), 23 (termination) and 31 (arbitration clause and jurisdiction).

Intesa Sanpaolo S.p.A.



Service Agreements

For operational activities

By and between

Exelia Srl

and

Intesa Sanpaolo S.p.A. – London Branch

SUMMARY

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OPERATIONS

The following attachment is an integral part of the Agreement for services to be provided by Exelia Srl.

The service covered by this attachment is:

1. *International Branch Back Office*

1. *International Branch Back Office*

A) Service Description

The Provider ensures provision of the following product:

✓ **SO197 – International Branch Back Office – London**

This activity guarantees:

International – Payments/Collections

Bank transfer completion is guaranteed on the date of receipt only if received with the agreed methods and by the cut-off time for execution of such transactions.

This activity envisages the management of:

- Outgoing bank transfers
- Incoming bank transfers
- Incoming Sepa Direct Debit
- Standing orders
- Sweeping/Topping
- Forward Messages

Specifically:

- Receipt and transmission of multiple bank transfer orders (SWIFT/domestic/SEPA)
- Multiple bank transfer (SWIFT/domestic/SEPA)
- Printed note submission (SWIFT/domestic/SEPA)
- Single bank transfer with charge to the account (SWIFT/domestic/SEPA)
- Electronic dataflow (mt101)
- Incoming bank transfer (SWIFT/domestic/SEPA)
- Netting
- Transfer of Balances
- Standing orders
- Bill collection (manual/electronic)
- Bill payment (manual/electronic)

International - Commodities

This activity envisages the management of:

- Import Letters of Credit
- Export Letters of Credit
- Issued Guarantees
- Received Guarantees
- Import Documentary Collections
- Export Documentary Collections
- Standby Letters of Credit

Specifically:

- Notification of Export Letters of Credit
- Confirmation of Export Letters of Credit
- Amendment of Export Letters of Credit
- Collection on settlement of export letters of credit
- Availment of Export Letters of Credit
- Discharge of Export Letters of Credit
- Issue of Import Letters of Credit
- Amendment of Import Letters of Credit
- Settlement payment of import letters of credit
- Availment of Import Letters of Credit
- Discharge of Import Letters of Credit
- International Acceptance registration
- International Acceptance amendment
- International Acceptance discharge
- Registration of promissory notes avalized by the branch
- Release of International guarantees/standby letters of credit
- Receipt of International guarantees/standby letters of credit
- Amendment of International guarantees/standby letters of credit
- Enforcement of International guarantees
- Discharge of International guarantees/standby letters of credit
- Notification/ Amendment/ Settlement/ Discharge of Documentary Import Collection
- Issuance/ Amendment/ Settlement/ Discharge of Documentary Export Collections
- Collection/Payment of periodical commissions on trade finance operations received or issued (guarantees, letters of credits documentary collections and standby letters of credit).

International operating activities

- checking the availability of essential data about orders received
- cash flow acceptance and validation (main activity of screen-based/electronic payments/collections)
- analysis of data that did not allow the automatic credit (main activity of incoming bank transfers)
- due register management
- contact with the International Branch for transactions requiring authorisation and/or clarification and/or essential data completion
- transaction flagging and validation, and SWIFT message forwarding via the network
- investigation activity with international counterparties
- Verification of signatures

Activities taken in charge starting with 01st January 2018:

- Direct communication via email and phone with designated customers of the foreign branch

Activities taken in charge starting with 01st Match 2018:

- Trade Finance - Monitoring and processing of the Incoming Swift messages for MT7XX serie automatically redirected to Brasov queue in SIRE and redirection of the Swift messages pertinent to the branch to the foreign branch department
- Customer Services - Processing of the customer account charges and of the charges retained by our correspondent banks
- Customer Services – Monitoring and processing of the Incoming Swift messages MT202 & MT202cov automatically redirected to Brasov queue in SIRE

Activities taken in charge starting with 19th March 2018:

- Trade Finance - Management of the Discounted & Financing Loans for Letter of Credits

B) Service Delivery

Operating Hours

Provision of the Service is guaranteed to cover the entire working hours of the International Branch, based on the time zone and holidays calendar of the country in which it operates.

Regulatory Restrictions

The service is provided in compliance with the current regulatory provision of the Country in which the International Branch service beneficiary is based.

For the avoidance of any doubt, it is understood that:

- (a) the reference to Italian law included in the Agreement may not be construed or intended as to limit the above obligation to comply, in the delivery of the service, with the current regulatory provision of the Country in which the International Branch service beneficiary is based (included Data protection and Banking laws and regulations of such Country);
- (b) the compliance with such current regulatory provisions requires the respect by the Customer of articles 3.1, 3.2 and 5.5. of the Agreement.”

Language

The Service is provided in English. Any other languages for provision of the Service must be agreed on a case-by-case basis between the Provider and the Customer.

Tools Used

The Service is provided by means of dedicated tools, developed in-house and/or customised.

Provider liability and obligations

The Provider shall:

- Ensure prompt and correct execution of all administrative tasks relating to provision of the Service and to regulations, meeting the timescales agreed between the parties, and ensure that all administrative operations are completed quickly.
- Ensure the quality and accuracy of Provider input and posted data to International Branch IT systems, and maintain data confidentiality.
- Hold the International Branch harmless from any amounts claimed by third parties and attributable to provision of the Service by the Provider that fails to comply with the terms of the Agreement.
- Perform checks on the authenticity of instructions received directly from third parties.
- Promptly notify the International Branch of all events considered significant for the purpose of activities performed in the interests of the Customer and of International Branch commercial initiatives involving customers.

Customer liability and obligations

The Customer shall:

- Promptly notify the Provider of all events considered significant for the purposes of activities performed in the interests of the Customer.
- Guarantee reports to the Provider of any anomalies discovered by the International Branch in order that the Provider may take prompt remedial action to the extent of its responsibilities, and adopt more appropriate measures if required in relation to Customer responsibilities, jointly with the Provider if necessary, to avoid repetition of the problems reported.

Operating Procedures

The Provider and the Customer shall agree upon specific operating procedures to be applied between the Provider and the International Branch in order to provide the Service.

Authorised Persons

The Provider and the Customer shall exchange a list of their personnel authorised to issue instructions to the other party.

Local Authorities, Statutory Auditors and Independent Auditors

The Provider shall provide the Customer with all information that may be required by authorities responsible for supervision of the International Branch, or by its independent or statutory auditors. The Provider shall also guarantee maximum cooperation and access to its premises and procedures to such authorities, statutory auditors and independent auditors.

Amendments

Any amendments to this document must be agreed and formalised between the parties in advance.

C) Service fee

Product Code	Product Description	Monthly fee (euro)	Driver	Periodicity for driver measuring	Driver quoted by
SO197	International Branch Back Office – London	39.583,33	Bulk sale	Monthly	Operations

D) Quality of provided Service

With reference to the principles stated in the framework agreement, the Provider shall guarantee:

- efficiency and quality of the services provided;
- flexibility and safeguarding of the mutual interests of the Parties;
- performance reliability and security.

The Provider shall achieve the following Service levels in relation to the KPI (Key Performance Indicators) identified:

Product's Code	KPI	KPI's Description	Expected Level of Service	Reporting	Tolerance	Indicator Type (*)
SO197	Prompt Execution of Manual Bank Transfers	Number of Manual Bank Transfers processed in SIRE in the month compared to the total number of Manual Bank Transfers received in the month with value date in the reference month	95%	Monthly	3%	P
SO197	Prompt Execution of Letters of Credit and Guarantee	Number of Letters of Credit and Guarantee processed in SIRE in the month compared to the total number of Letters of Credit and Guarantee received in the month	95%	Monthly	3%	P

(*) P = performance of the service

Communication between parties

Meeting Planning

Meetings between the parties can be agreed in order to guarantee correct provision of the Service.

Communications between Parties

Communications relating to each Service Agreement shall be sent to the addresses and telephone numbers indicated. Communication envisaged under this Agreement, if in relation to the same as a whole, shall be sent in writing to the following addresses:

Supplier:

name: Mr. Capellini Marco

title: Exelia – General Manager

contact details: email: marco.capellini@exeliacompany.com Mobile +39 338 732 1677

- name: Mr. Rescigno Errico

title: ISP Head Office Operations - Head of Group Operations Transaction Banking Financial Institutions

contact details: email: errico.rescigno@intesasanpaolo.com Mobile +39 3357167396

- name: Mr. Asperio Maurizio

title: ISP Head Office Operations - Head of Group Corporate Trade Financial Cross Border Operations

contact details: email: maurizio.asperio@intesasanpaolo.com Mobile +39 3316259494

Customer:

- name: Mr. Gandolfi Stefano

title: ISP - International Division - Head of Network Management and Development

contact details: email: stefano.gandolfi@intesasanpaolo.com Mobile +39 3358063213

- name: Mr. Zoppetti Alberto

title: ISP - International Division - Head of Network Management Department

contact details: email: alberto.zoppetti@intesasanpaolo.com Mobile +39 3351321743

- **Fees**

The fees for all services provided is estimated in € **475.000,00** to be adjusted, upon agreement from both parties, with reference to the actual driver level, within the current accounting period.

FEES SUMMARY

This section represents an integral and substantial part of the contractual proposal and defines the general criteria and the amount of fees that the Customer shall pay to the Provider.

The calculation of the fees pertaining to the services provided is defined by the following criteria:

- objectiveness: the fees are calculated by empirical instruments determining the value and the quality of the services provided
- uniformity: application of the same evaluation criteria of the services, in use for all Corporate Customers of the Intesa Sanpaolo Group
- transparency: Customer awareness and verifiability of the methodology adopted to quantify the provided services

The annual fees for the period 1st January 2020 – 31st December 2020

€ 475.000,00 (four hundred seventy five thousand euros),

is estimated based on an assessment of the volume of the drivers valued at current standard rates. The estimated amount shall be, from time to time, revised in consideration of the activities performed. The fees will be billed every 3 (three) months and the final billing will take into account the required adjustments, if any.

Hereafter are detailed the fees due for services rendered for the period 1st January 2020 – 31st December 2020.

	Total Annual Amount Fees (euro)
Operations	475.000,00
Total	475.000,00