



Subject: Business continuity rules

The rules contained in this Annex complete - as applicable - those of the aforementioned General Conditions and the definitions contained therein are also applicable to this document.

This Annex defines the control systems and the business continuity standards that the SUPPLIER undertakes to maintain active and efficient for the entire duration of a Contract by which it is provided to the COMPANY and / or to other Companies of Intesa Sanpaolo Group services defined by the Supervisory Authority Bank of Italy - Circular 285 of 17 September 2013 and subsequent amendments or contractually, "critical for business continuity", and/or services involving the outsourcing of:

- important or essential functions;
- corporate control functions;
- critical components of the information system.

1. Risks to be covered

1.1 Business continuity plans and tools (the "Plans") must include all the technological, organizational and infrastructural measures necessary to ensure the continuity of the services provided by the SUPPLIER in case of events involving:

- a) large-scale physical destruction, that are on a metropolitan scale or bigger and that concern essential infrastructures of the intermediary and third parties;
- b) emergency situations, eventually connected to events that lead to the destruction of materials (e.g., pandemics, biological attacks);
- c) the interruption of the infrastructure operation (including electricity, telecommunication networks, etc.);
- d) the unavailability of essential personnel also as a result of accidental operational events or with reference to a pandemic situation;
- e) physical and/or logical destruction or unavailability to infrastructures that host operational units or critical equipment;
- f) alteration of data or unavailability of systems due to attacks perpetrated from the outside through telematic networks;
- g) damage to the main technological and financial infrastructures caused by a disaster event;
- h) the unavailability or destruction of essential documentation;
- i) serious damages caused by internal personnel.

2. Plan Requirements

2.1 The SUPPLIER must make available a business continuity Plan that includes:

- a) logistical, organizational and technological solutions to be activated in case of an emergency;
- b) identification and formalization of restart objectives;
- c) description of procedures adopted and resources involved (e.g., contact lists, emergency management procedures, single point of contact).

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2.1.1 In the event of unavailability of the premises hosting normal operations, the SUPPLIER must make available back-up operating sites, equipped with all the necessary technological and infrastructural resources, as well as any extraordinary equipment (e.g., keys for connectivity, printers, work, etc.).

2.1.2 Whether the SUPPLIER gives its personnel the possibility to carry out the activity through a remote working mode, the SUPPLIER must make available back-up operating sites, equipped with all the necessary technological and infrastructural resources, as well as any extraordinary equipment (e.g., keys for connectivity, printers, workstations, etc.).

2.1.3 In the event of unavailability of the personnel that carries out normal operations, the SUPPLIER must identify staff and/or back-up skills through two-location operations or with the creation of remote recovery sites.

2.2 The SUPPLIER is required to implement disaster recovery solutions (disaster recovery Plan) that provide the location of the secondary site in an extra-metropolitan area compared to the main site with adequate levels of service and capacity with respect to the latter and at a distance in line with the requirements internally imposed for the Companies of the Intesa Sanpaolo Group (the recommended distance of the disaster recovery site from the production site is greater than 100 km).

The parties agree on a recovery time (also called RTO or Recovery Time Objective) consistent with that defined in the COMPANY's Business Impact Analysis and an RPO (Recovery Point Objective) tending to 0. Recovery time means the period between the moment in which the SUPPLIER declares the state of crisis and the moment in which the process is restored to the default service level.

Whether the RTO has not been specified in the offer, the recovery time must be 2 hours for systemic processes (including also the processes supporting systemic processes), otherwise it must be equal to a maximum time of 4 hours.

2.3 The SUPPLIER must guarantee the availability of the data centers, preparing suitable measures for high availability (electrical, refrigeration, telecommunications, etc.) to be activated in the event of unavailability of the infrastructure services (e.g., electrical blackout).

2.4 The SUPPLIER must introduce and regularly update procedures and methods (including suitable data controls and storage) in order to ensure, to the extent of its competence, availability, integrity and non-alterability of the systems and of the data managed as part of the services. For this purpose, the SUPPLIER must implement also appropriate techniques to prevent and/or reduce the effects of negative events outside the same perimeter.

2.5 The SUPPLIER must guarantee the availability of the business continuity Plan to the operating and support units and the immediate accessibility to the same in case of an emergency.

2.6 The SUPPLIER must guarantee that the business continuity Plan is updated at least annually based on results of internal controls, on the information concerning existing threats and based on the experience gained during previous events.

3. Links and verifications

3.1 The SUPPLIER undertakes to guarantee the permanent availability of its own contact person with suitable powers in the business continuity field in order to inform the COMPANY, as soon as it becomes aware of it, of any event that could trigger one of the

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emergency situations considered in the entire first section or which in any case may constitute an obstacle to the normal performance of the services provided to the COMPANY.

3.1.1 In case of a disaster affecting the COMPANY or Companies of the Intesa Sanpaolo Group, the SUPPLIER's contact person may be involved by the COMPANY during the management of the emergency in order to take part in business continuity initiatives and avoid the presence of single points of failure.

3.2 The SUPPLIER undertakes to comply with the requirements that are present in its business continuity Plan and disaster recovery Plan.

3.2.1 The SUPPLIER undertakes to enclose to the Contract and to exhibit, upon the COMPANY's request, its business continuity Plan and disaster recovery Plan, as well as to communicate to the COMPANY any adequate information in order to be able to evaluate the quality of the measures planned and to be able to integrate these measures to the continuity solutions considered by the COMPANY.

3.3 The disaster recovery Plan and the business continuity Plan must be tested at least once a year, in order to regularly verify and evaluate the effectiveness of the technical and organizational measures.

3.3.1 The SUPPLIER acknowledges to the COMPANY and/or directly to the Audit function of the Parent Company Intesa Sanpaolo S.p.A. the right to view the results of the checks and tests that have been carried out.

3.3.2 The SUPPLIER undertakes to allow its participation in the aforementioned tests whether the COMPANY considers it to be necessary.

3.3.3 Whether the COMPANY carries out its own tests, the SUPPLIER makes itself available to participate in the aforementioned tests for the part of its competence.

3.4 The SUPPLIER undertakes to share evidence of the certifications related to the business continuity of the data centers used for the provision of the service (e.g., TIER II, III Certification, etc.).

4. Other obligations

4.1 The SUPPLIER, in the event that has committed the same resources to provide similar services to other companies, in particular if located in the same area, undertakes to guarantee that the performance will not degenerate or the service will not become effectively unavailable, in the event of simultaneous needs from other organizations.

4.2 The SUPPLIER shall ensure the compliance with the service levels contractually agreed with the COMPANY, also in case of emergency.

4.3 The SUPPLIER undertakes to keep a list of the places where the data centers used by the SUPPLIER for the provision of the service are hosted, as well as to regularly update this documentation, and send it to the COMPANY and/or other Companies of Intesa Sanpaolo Group, upon prior written request by of the COMPANY and/or each of the other Companies of Intesa Sanpaolo Group.

4.4 The SUPPLIER undertakes to collaborate with the COMPANY in order to ensure the connection with the roles and procedures defined with the COMPANY for the risk analysis process and for the data management system.

4.5 Any occurrence of events included in the list in the entire first section must be communicated as soon as the SUPPLIER becomes aware of them, by sending the

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appropriate document duly completed (Information Set) that is present as an appendix to Annex D "Security Regulations", to the Operative Representative of the COMPANY and contextually to the e-mail box indicated from time to time in the offer.

4.6 The SUPPLIER undertakes to ensure that the personnel involved in business continuity operations have the necessary competence, experience and professional qualification.

4.7 The SUPPLIER undertakes to ensure that the personnel involved in the business continuity Plan are suitably trained at least annually.

4.8 The SUPPLIER undertakes to keep appropriate documentation as evidence of the personnel's skills within business continuity and to share them, upon the COMPANY's request.

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