



SERVICE AGREEMENT FOR SUBSCRIPTION TO THE PAGOPA ELECTRONIC PAYMENTS SYSTEM

BETWEEN

PagoPA S.p.A., a joint-stock company, registered in the Companies Register of Rome, tax code, VAT number and registration in the Companies Register no. 15376371009, share capital of 1 million euros, with registered office in Piazza Colonna 370, CAP 00187, Rome (RM), in the person of its legal representative *pro tempore*, (hereinafter the "**Company**")

AND

_____, with registered office in _____, Tax Code _____ and registration in the Companies Register of _____ no. _____, VAT Code ☐ (check if Group VAT) _____, registered in the Registry _____ under no. _____, ABI Code _____, in the person of _____, Mr/Ms _____ (hereinafter, the "**Subscribing Provider**"),

hereinafter jointly referred to as the "**Parties**" and separately as "**Party**",

WHEREAS THIS AGREEMENT OPERATES IN COMPLIANCE WITH

- Italian Legislative Decree no. 385 of 1 September 1993, and subsequent amendments and integrations, containing "Consolidated Banking Act", (hereinafter, "TUB");
- Italian Decree-Law no. 179 of 18 October 2012, converted with amendments by Italian Law no. 221 of 17 December 2012;
- Italian Legislative Decree no. 11 of 27 January 2010 containing "Implementation of Directive 2007/64/EC on payment services in the internal market, amending Directives 97/7/EC, 2002/65/EC, 2005/60/EC, 2006/48/EC and repealing Directive 97/5/EC" which transposes the European rules on the regulation of payment services into Italian law;
- provision of the Bank of Italy of 5 July 2011 containing "Implementation of Title II of Italian Legislative Decree no. 11 of 27 January 2010 on payment services (Rights and obligations of the parties)";
- provision of the Bank of Italy of 12 February 2013 containing "Instructions for the application of Regulation 260/2012 of the European Parliament and the Council establishing technical and commercial requirements for credit transfers and direct



- debits in euros and amending Regulation (EC) no. 924/2009";
- Italian Minister of Economy and Finance Decree no. 293 of 9 October 2006 containing "Regulations containing rules for the introduction of new payment methods to State treasuries";
 - Italian Legislative Decree no. 82 of 7 March 2005, containing the "Digital administration code", (hereinafter, "Code") and in particular article 5 paragraph 2, which provides "the establishment of a technological platform, through the public connectivity system, for the interconnection and interoperability between public administrations and authorised payment service providers, in order to ensure the authentication of the parties involved in the transaction throughout the management of the payment process";
 - Italian Legislative Decree no. 217 of 13 December 2017 containing "Supplementary and corrective provisions to Italian Legislative Decree no. 179 of 26 August 2016, containing "Amendments and additions to the Digital Administration Code referred to in Italian Legislative Decree 7 March 2005, no. 82, pursuant to article 1 of Italian Law no. 124 of 7 August 2015, on the reorganisation of the Public Administration"";
 - Italian Legislative Decree no. 218 of 15 December 2017, containing "Transposition of Directive (EU) 2015/2366 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) no. 1093/2010, and repealing Directive 2007/64/EC, as well as adaptation of the internal provisions to Regulation (EU) no. 751/2015 on interchange fees on card-based payment transactions";
 - Italian Legislative Decree no. 267 of 18 August 2000 and subsequent amendments, containing "Consolidated Law on the Legislation of Local Authorities";
 - document "Guidelines for making payments to Public Administrations and providers of public services";
 - Regulation (EU) no. 2016/679 on the protection of individuals with regard to the processing of personal data, as well as the free movement of such data and repealing Directive 95/46/EC ("GDPR"), as well as Italian Legislative Decree no. 196/2003 containing the Code for the protection of personal data ("Privacy Code");
 - Italian Decree-Law no. 135 of 14 December 2018, converted into law, with amendments, by Italian Law no. 12 of 11 February 2019 and in particular art. 8, which provides that the transfer of tasks and functions relating to the platform referred to in Article 5, paragraph 2 of the Code to the Presidency of the Council of Ministers, as well as the establishment of a joint-stock company for the performance of such activities;
 - Decree of the President of the Italian Council of Ministers of 19 June 2019 authorising the incorporation of the Company by means of a special notarial deed, pursuant to article 8, paragraph 2, of Italian Decree-Law no. 135 of 14 December 2018, converted





into law, with amendments, by Italian Law no. 12 of 11 February 2019 and in particular art. 3 paragraph 2, which provides that "the coverage of the Company's operating costs for the activities referred to in Article 8, paragraphs 1, of Italian Decree-Law no. 135 of 14 December 2018, converted into law, with amendments, by Italian Law no. 12 of 11 February 2019, is ensured by the revenues deriving from the fee requested from qualified payment service providers, against the service rendered thereto through the platform referred to in Article 5, paragraph 2, of Italian Legislative Decree no. 82 of 7 March 2005 or in the performance of the other activities of the Company";

- Decree of the Minister of Economy and Finance of 30 April 2021 concerning the "Revenue Collection Platform for State Administrations".

CONSIDERING THAT

1. article 5, paragraph 1, of the Code provides that Public Administrations, publicly controlled companies and providers of public services indicated therein "are obliged to accept, through the platform" referred to in article 5, paragraph 2, of the Code, "[...] payments due for any reason through electronic payment systems, including, for micro payments, those based on the use of telephone credit [...]";
2. against the payments received, the Public Administrations, publicly-controlled companies and public service managers indicated in Article 2, paragraph 2, of the Code are required to:
 - have available on special computer systems the amount collected, the relative reason for each payment, the chapters and items of revenue or the special accounts concerned;
 - provide the citizen with a receipt of payment with a discharge value;
3. article 5, paragraph 2 *quater* of the Code provides that "Authorised payment service providers make payments in favour of public administrations" through the use of the platform referred to in article 5, paragraph 2 of the Code.
4. the Subscribing Provider performs the activity of payment services provider, in compliance with current legislation on the subject;
5. the Parties therefore recognise the need to proceed with the stipulation of this Agreement in order to regulate mutual relations.

All the foregoing and considered between the Parties, as represented and domiciled in the epigraph

THE FOLLOWING IS AGREED AND STIPULATED

Article 1

3 di 24





(Definitions)

1. Within the scope of this Agreement, the following definitions are assumed:

- (a) **Fee:** the meaning referred to in article 5 of this Agreement;
- (b) **Creditor:** Public Administrations and the subjects indicated in Article 2, paragraph 2, of the Code, as well as the subjects who have optionally subscribed to the payment system through the pagoPA Platform;
- (c) **Guidelines:** the provision "*Guidelines for making electronic payments in favour of public administrations and providers of public services*" together with the related annexes issued pursuant to article 5 of the Code and concerning the rules and implementation specifications for making payments in favour of public administrations and providers of public services;
- (d) **pagoPA platform:** the technological platform referred to in article 5, paragraph 2, of the Code made available by the Company;
- (e) **pagoPA Platform Services:** the services rendered by the Company to the Subscribing Provider under this Agreement carried out through the management of the pagoPA Platform with the participation in all phases (activation, execution, completion) of the payment process, guaranteeing its correctness with respect to the outstanding debt with the Creditor Institution;
- (f) **Private User Services:** payment services rendered by the Subscribing Provider to the Private User, in accordance with the Guidelines;
- (g) **Service Agreement or Agreement:** this Agreement;
- (h) **Payment Services Provider:** any entity providing payment services, as defined under Article 114-sexies of the Italian Consolidated Banking Act (Testo Unico Bancario – "TUB"), including entities established outside Italy and authorised to provide such services in Italy pursuant to Articles 114-quinquies and 114-decies of the TUB, as well as, in accordance with the applicable Guidelines, entities providing payment services in Italy either through establishment, under the freedom to provide services regime, or established in another SEPA country and adhering to the relevant payment schemes. This includes electronic money institutions, payment institutions and, where they provide payment services, banks, post offices, the European Central Bank and national central banks (when not acting as monetary authorities), as well as other public authorities, including central, regional and local administrations, when not acting in their capacity as public





authorities.

- (i) **Subscribing Provider:** the Payment Services Provider that signs this Agreement, being obliged to what is provided therein, as well as to what is better specified in the Guidelines in order to provide the Services to Private Users;
- (j) **Technological Intermediary:** any entity that, in its capacity as technological intermediation operator, offers the Subscribing Providers with a subscription to the pagoPA Platform a technological service for the connection and exchange of flows with the pagoPA Platform, in full compliance with the Guidelines and the technical standards defined therein;
- (k) **Information Data Catalogue:** set of configuration data prepared by the Subscribing Provider, as indicated in the Guidelines, and which contains, among other things, the list of payment services that the Subscribing Provider intends to activate and, for each service, indicates the specific channel, the relative technical details, the maximum applicable cost and other information relating to the payment services;
- (l) **Contracted Provider:** the Payment Services Provider which, upon subscribing to the pagoPA Platform, uses the technological service provided by the Subscribing Provider as a Technology Intermediary, for the connection and exchange of flows with the pagoPA Platform and which, in full compliance with the Guidelines and the technical standards defined therein, provides the Services to Private Users;
- (m) **PEC:** certified e-mail address as per Italian Presidential Decree no. 68 of 11 February 2005;
- (n) **Subscribing Provider Contact Person:** the person appointed by the Subscribing Provider as the contact person of this Agreement with respect to the Company and competent for the implementation of this Agreement, in all its aspects, and for the continuity of the Services to Private Users, as well as to operate within the restricted area of the pagoPA Platform, including for the purpose of carrying out, in the name and on behalf of the Subscribing Provider, subscription activities relating to additional, supplementary and/or related services under this Agreement;
- (o) **Private User:** citizen or company that chooses to use the Private User Services made available by the Subscribing Provider and/or the Contracted Providers to perform a payment transaction in favour of a Creditor Institution;
- (p) **Transaction with a positive outcome:** the transaction authorised by the Private User and requested of the Subscribing Provider, which issues a





positive outcome either through its channels or through the pagoPA Platform Services or which, in any case, has determined the obligation of the Subscribing Provider to pay at least one Creditor Institution the amounts due;

- (q) **Qualified Agent:** the legal person who performs the role of Technology Intermediary and who, after entering into a special agreement with the Company and following a Mandate received from the Subscribing Provider, has committed and is entitled to pay the Fees on behalf of the Subscribing Providers who have given him/her Mandate;
- (r) **Mandate:** the mandate without representation to pay the Fee, which the Subscribing Provider may grant to the Qualified Agent, in order to benefit from the cumulation mechanism pursuant to art. 5, paragraph 8 of this Agreement, as well as paragraph 4 of Annex 1 to this Agreement.

Article 2 **(Introduction, Consideration and Annexes)**

1. The introduction, considerations, annexes, deeds and documents, as well as the provisions issued for the use of the pagoPA Platform, although not referred to therein and/or annexed, constitute an integral and substantial part of this Service Agreement, as well as the Guidelines and the related annexes form an integral and substantial part thereof, namely:

Annex A - "*Implementation specifications of the deposit, transfer and reporting identification codes*";

Annex B - "*SPC-Payments Node implementation specifications*".

2. The Company undertakes to make available on its website the complete list of all the measures issued over time that regulate the pagoPA Platform, to allow the best execution of this Agreement.

Article 3 **(Object of the Agreement)**

1. The object of this Agreement is the subscription of the Subscribing Provider to the pagoPA Platform and the provision by the Company of the pagoPA Platform Services.





2. The activities borne by the Subscribing Provider for the entire duration of this Agreement are, in its capacity as Payment Services Provider, those related to the provision of the Services to the Private User who makes payments to a Creditor Institution through the Subscribing Provider and, where appropriate, in its capacity as Technology Intermediary, those related to the function of operator for technological intermediation in favour of the Contracted Providers.

3. The Company is responsible, following the processing and validation of the electronic payment receipt, for the data contained in the exchanged flows. It is also responsible for any damages which arise and have consequences for the Private User in the event of late and/or incorrect payment execution through the pagoPA Platform, where related to causes attributable to the same.

4. The Subscribing Provider accepts, collaborating proactively, that the activities subject to this Agreement are monitored by the Company for the detection of the service levels referred to in the Guidelines.

Article 4 (Obligations of the Subscribing Provider)

1. By signing this Agreement, the Subscribing Provider declares to have read and fully and unconditionally accepted the provisions of the Guidelines and their annexes, as well as the other measures already issued by the Agency for Digital Italy for the use of the pagoPA Platform, undertaking, as of now, to fully comply with the provisions contained therein, as well as the provisions contained in any other related and connected documentation issued pursuant to Article 5 of the Code, as well as the provisions of the Regulations concerning the use of the registered trademark "pagoPA" and relative annexes.

1-bis. The Subscribing Provider also declares to be aware of the fact that, as established by the Guidelines:

- the Company's validation of the positive payment result determines the commitment of the Subscribing Provider to the payment of the amount due to the Creditor Institution;
- the validation of the positive payment receipt carried out by the Company is a full and final settlement, as it is issued before the transfer of the funds and regardless of the moment in which the Creditor Institution has the same funds





effectively available.

2. For the execution of electronic payments in favour of Creditor Institutions, the Subscribing Provider, also through its eventual Technology Intermediary referred to in article 6, must:

- A. develop the application components for the use of the pagoPA Platform Services, in accordance with what is indicated in the Guidelines;
- B. provide the necessary technical connections, configurations and equipment to guarantee access to the pagoPA Platform Services;
- C. undergo the specific tests (connectivity, functional and integration) that will be required by the Company in order to assess the suitability of the interfacing implemented with the pagoPA Platform Services;
- D. communicate to the Company, through the Information Data Catalogue, the configuration data necessary to make the Services available to the Private User.

3. The Subscribing Provider, in its capacity as a Technology Intermediary or for services for which it has not exercised the right to avail itself of a Technology Intermediary, undertakes to establish and maintain for the duration of the Agreement an operations table connected with the assistance service that the Company provides to Private Users and Creditor Institutions in such a way that the Subscribing Provider can proactively collaborate with the Company and provide it with all necessary information and support, as better indicated in the Guidelines.

4. The Subscribing Provider undertakes to maintain its infrastructure adequate in terms of technology and applications for the provision of the services provided for in this Agreement, promptly making the necessary interventions.

5. In addition, the Subscribing Provider undertakes, as of now, to promote, encourage and facilitate, including through communication and awareness campaigns, the participation in the pagoPA Platform by Payment Services Providers belonging, where appropriate, to its corporate group.

6. The Subscribing Provider, in providing the Services to the Private User, undertakes to fully comply with the applicable legislation.

7. The Subscribing Provider authorises the Subscribing Provider Contact Person





(or Administrator) to perform all activities necessary for the implementation of this Agreement through access to the restricted area of the pagoPA Platform, as well as to carry out, in the name and on behalf of the Subscribing Provider, any actions relating to the subscription to additional and/or related services under this Agreement, including the execution of the relevant subscription forms. The Subscribing Provider further undertakes to oversee the activities carried out by the Subscribing Provider Contact Person (or Administrator) and by any other persons authorised to act on its behalf within the restricted area of the pagoPA Platform, and shall remain fully responsible for their actions, including with respect to any subscription to additional and/or related products or services under this Agreement.

Article 5 (Obligations of the Parties and Fees)

1. The charges for the activation of the services covered by this Agreement are borne by the Parties, each for the activities for which it is responsible.
2. The Company, in providing the pagoPA Platform Services, is committed to:
 - A. full compliance with the legislation mentioned in the introduction and, in general, with the applicable legislative and regulatory framework;
 - B. full compliance with the obligations, standards, service levels applicable thereto over time, including in terms of personal data protection and system security; and
 - C. cooperate, to the extent of the Company's competence, with the Subscribing Provider, in good faith and fairness, so that the Services can be provided to the Private User in compliance with the provisions contained in this Agreement;
 - D. respond by way of contractual liability and in an unlimited manner for damages caused to the Subscribing Provider deriving from the failure to comply with the pagoPA Platform Services provision level rendered by the Company and governed by this Agreement, leaving the Subscribing Provider harmless of any damage caused to the Private User due to the late/incorrect execution, for reasons attributable to the Company, of the pagoPA Platform Services rendered by the Company;
 - E. respond by way of contractual liability and in an unlimited manner for damages caused to the Subscribing Provider, provided that they are directly related to a malfunction of the pagoPA Platform and/or the pagoPA Platform Services attributable to the Company, except in the case of slight negligence of the Company, for which the aforementioned contractual liability will be limited





to the Fees collected by the Company in the previous quarter in which the malfunction occurred and related to the Subscribing Provider. The Company's liability for any malfunction not attributable thereto remains excluded.

- F. indemnify the Subscribing Provider from liability for any damages caused to the Creditor Institution where, in the event of incorrect validation of the Electronic Payment Receipt, the Creditor Institution does not receive any amount or receives an amount different/lower than that due.

3. The Subscribing Provider undertakes to pay, in favour of the Company, for the pagoPA Platform Services, the fees referred to in **Annex 1 ("Fees")**, plus VAT if applicable, for each Transaction with a positive outcome. On the other hand, nothing is due from the Subscribing Provider in favour of the Company for any further operations of the latter which have not resulted in a Transaction with a positive outcome.

4. The Fees will be invoiced quarterly by the Company pursuant to Annex 1 and must be paid, within 60 days from the invoice date at the end of the month, by the Subscribing Provider by bank transfer to the current account indicated by the Company itself or another method indicated by the Company in the invoice. If the payment of the Fees as indicated in this Agreement is delayed, the default interest provided for by Italian Legislative Decree no. 231 of 9 October 2002 will be applied. Any further details on the invoicing methods in terms of issue, header and sending will be regulated by subsequent communications by the Company.

5. Without prejudice to the provisions of paragraph 6 below, it is agreed, pursuant to and in accordance with art. 1462 of the Italian Civil Code, that the Subscribing Provider may not object to exceptions, in order to avoid or delay the payment of the Fees referred to in paragraphs 3 and 4 above.

6. The Subscribing Provider must communicate any errors or necessary reconciliations within 20 working days from receipt of the invoice referred to in paragraph 4 above. Upon expiry of the term indicated in this paragraph, the invoice will be deemed accepted and final and the Subscribing Provider will make the payment of the Fees as established in this Agreement.

7. In order to benefit from more advantageous rates, the Subscribing Provider may ask the Company to cumulate the volumes made thereby with those made by other Subscribing Providers belonging to the same corporate group, as better specified in paragraph 3 of Annex 1 to this Agreement. To this end, the Subscribing Provider must send a specific request to the Company, via certified e-mail to





accordipsp@pec.pagopa.it or another method established by the Company. After all due verifications, and if the conditions are met, the Company will follow up on the request of the Subscribing Provider starting from the first day of the quarter following the response date from the Company. Each Subscribing Provider which has exercised the right referred to in this paragraph will be obliged to pay the Fees in proportion to the number of Transactions with a positive outcome which it has performed in the reference quarter.

8. Alternatively to paragraph 7 above, the Subscribing Provider may, after conferring a Mandate on one or more Qualified Agents, ask the Company to accumulate the volumes made thereby with those made by other Subscribing Providers who have conferred Mandates on the same Qualified Agent(s), as better specified in paragraph 4 of Annex 1 to this Agreement. To this end, the Subscribing Provider must send a request to the Company via certified e-mail to accordipsp@pec.pagopa.it or other method indicated by the same, indicating for each individual payment service, in its Information Data Catalogue, the Qualified Agent chosen for the individual service. After all due verifications, also with each Qualified Agent indicated in the request, and if the conditions are met, the Company will render the request of the Subscribing Provider effective starting from the first day of the quarter following the response date from the Company itself. For Fees relating to payment services for which a Qualified Agent is approved pursuant to the preceding period, the Company will issue an invoice to such Qualified Agent.

9. The Subscribing Provider undertakes to immediately notify the Company of any change with respect to information previously communicated pursuant to paragraphs 7 and 8 above, including in the event of revocation of the Mandate to the Qualified Agent(s). After all due verifications, and if the conditions are met, the Company will render the variation request effective from the first day of the quarter following the response date from the Company itself.

10. It is understood that if the contract signed between the Company and a Qualified Agent loses its effectiveness, the Mandates conferred by the Subscribing Provider to the aforementioned Qualified Agent will also lose their effectiveness, with every effect also for the purpose of the loss of the relative mechanism of accumulation of volumes.

Article 6

(Outsourcing interconnection activities)





1. In accordance with the provisions of the Guidelines, the Subscribing Provider may make use of third parties (Technology Intermediaries) to manage the interconnection activity with the pagoPA Platform, giving prior and timely information to the Company.
2. In particular, the Subscribing Provider for each individual payment service indicated in the Information Data Catalogue, may exercise the right referred to in the preceding paragraph, by entering the tax code of the Technological Intermediary among the data relating to the specific payment service.
3. The assignment of the exercise of these functions to third parties must not degrade the quality and security of the services provided by the Subscribing Provider, nor prevent the Company from controlling and monitoring the payment services provided by the Subscribing Provider.
4. The Subscribing Provider assumes all responsibility for the security and operation of the interconnection activities entrusted to third parties, remaining in any case responsible for delays, malfunctions and service interruptions, even if attributable to third-party Technology Intermediaries and provided that the delays, malfunctions and interruptions have not been determined for reasons attributable to the Company, guarantees full compliance with the legislation on the protection of personal data applicable in the outsourcing of the activities referred to in the preceding paragraphs.
5. Consistent with the delegation referred to in article 11 of this Agreement, the Subscribing Provider delegates the Subscribing Provider Contact Person to send, modify and/or update the Information Data Catalogue over time, also in order to exercise the right to use Technology Intermediaries.
6. The Information Data Catalogue must be sent to the Company by certified e-mail or by another means indicated by the Company itself. The configuration activities will be carried out by the Company, after performing the necessary checks.

Article 7 **(Effectiveness and duration)**

1. This Agreement becomes effective on the date of signature of the same and will continue to be effective until any withdrawal of one of the Parties or termination





pursuant to the following Article 8.

2. The application of the Fees and the related obligations of the Subscribing Provider referred to in Article 5 of this Agreement shall begin from the date of signing this Agreement.

Article 8 (Unilateral amendment, automatic integration of the Agreement, right of unilateral withdrawal and termination)

1. The Company reserves the right to unilaterally amend this Agreement, notifying the Subscribing Provider in the manner set forth in article 11. Such amendments shall take effect from the 90th day following the day on which the amendments are communicated or made known.

1.bis The Company declares that, in exercising the unilateral amendment right referred to in the preceding paragraph, provisions of a burdensome nature within the meaning of Article 1341 of the Italian Civil Code may be introduced and/or amended. In such cases, the Company undertakes to send a specific notice to the Subscribing Provider in order to clearly inform it of the amendments made and to ensure full awareness of their content, it being understood that the automatic integration mechanism of this Agreement shall also apply to such amendments.

2. If, pending the effectiveness of this Agreement, the Guidelines should be amended and/or supplemented, the new provisions as amended and/or supplemented contained in the same Guidelines will be included in this Agreement as an integral part thereof, also in place of the different clauses affixed therein by the Parties, without any further consent between the Parties which will adapt, to the extent of their respective competence, to said amendments and/or additions, within the times indicated by the Guidelines, if provided, or in technically reasonable times. If the Subscribing Provider exercises its right of withdrawal, pursuant to paragraph 3 below, following such unilateral amendment by the Company, said amendment will not apply exclusively to the withdrawing Subscribing Provider during the notice period of 90 (ninety) days provided for withdrawal.

3. Also in consideration of what has been agreed in the preceding paragraphs, both Parties are granted the right to unilaterally withdraw from this Agreement, without obligation to state reasons, by written notice via certified e-mail, with advanced notice of 90 (ninety) calendar days, without any reimbursement, compensation or indemnity being claimed by the other Party.





4. The Company, pursuant to and in accordance with art. 1456 of the Italian Civil Code, may terminate this Agreement by right if that the Subscribing Provider fails to comply with the obligations referred to in articles: 4 (Obligations of the Subscribing Provider), 5 (Obligations of the Parties and Fees), 6 (Outsourcing interconnection activities), 9 (Transparency) and 10 (Technological and procedural implementations).

5. Pursuant to and in accordance with art. 1456 of the Italian Civil Code, the Company may terminate this Agreement by right if the authorisation of the Subscribing Provider to perform the activity of Payment Services Provider is suspended or revoked or it is subject to bankruptcy or compulsory administrative liquidation.

6. Pursuant to and in accordance with art. 1456 of the Italian Civil Code, the Subscribing Provider may terminate this Agreement by right if the Company fails to comply with the obligations referred to in article 5, paragraph 2, including the related service levels.

Article 9 (Transparency)

1. Considering that the Subscribing Provider operates as a Payment Services Provider in the performance of the Services to the Private User, the Subscribing Provider has the right to freely establish, within the limits of the applicable legislation, the costs to be applied by the Private User for the payment service provided; these costs may differ depending on the characteristics of the service offered and/or the method chosen by the Private User among those made available by the Subscribing Provider to use the service itself.

2. By signing this Agreement, the Subscribing Provider guarantees, as of now, that it will make known in a clear and transparent manner to the Private User, before the latter completes the payment transaction, the cost that he/she will have to bear to complete the operation itself, as well as the terms and conditions applicable to the service rendered thereto and any other information required by the applicable legislation, including the TUB, the GDPR and Italian Legislative Decree no. 20 of 6 September 2005 on consumer protection.

Article 10 (Technological and procedural implementations)

1. The technical implementations necessary to maintain the technological system





referred to in the Guidelines in compliance with regulatory and/or procedural changes, as well as technological developments which may occur over time, will be agreed and planned between the Company and the Subscribing Provider Contact Person.

2. For the above purposes, upon the occurrence of the conditions described above the Company will communicate to the Subscribing Provider Contact Person the technological implementations that may be necessary to agree on the activities of each party and the planning of the related works.

3. In any case, it is understood that if the Subscribing Provider, upon receipt of the communication referred to in the preceding paragraph, informs the Company via certified e-mail of its intention not to proceed with the implementations described above, such communication will be equivalent to immediate withdrawal of this Agreement by the Subscribing Provider.

4. Subject to the provisions of the first paragraph, and under penalty of termination of this Agreement, the Subscribing Provider is obliged to adapt its procedures for interconnection to the pagoPA Platform according to the timing for their effectiveness and therefore no later than the applicable deadline as provided in Annex B to the Guidelines.

Article 11

(Communications between the Parties)

1. Communications between the Parties will be made via certified e-mail to the following addresses:

Company certified e-mail address: accordipsp@pec.pagopa.it

Subscribing Provider certified e-mail address: _____

2. The Subscribing Provider appoints as its *"Contact Person"* for the *implementation of this Agreement* the subject specified below, together with the relative contact details and references:





Surname:

Name:

Tax Code:

Company:

Title/Position:

Office mailing address:

E-mail:

Office Phone:

Mobile Phone:

3. The Subscribing Provider delegates the Subscribing Provider Contact Person to carry out any communication to the Company through PEC systems or by any other means indicated by the Company, concerning all technical and administrative data, including banking data, necessary for the activation and configuration of the services covered by this Agreement and any changes and/or updates which may arise, also with reference to the modification and/or updating of the Information Data Catalogue, as well as the names referred to in paragraph 6 of this article.

4. The Subscribing Provider also delegates the Subscribing Provider Contact Person to receive any communication from the Company, even if it involves the prompt implementation of the indications contained therein.

5. The Subscribing Provider, exclusively in its capacity as a Technology Intermediary or if it has not exercised the right to use a Technology Intermediary, delegates the Subscribing Provider Contact Person to provide the Company with the information relating to the operations table referred to in article 4, under penalty of the impossibility of proceeding with the activation of the pagoPA Platform Services.

6. The Subscribing Provider, exclusively in its capacity as Technological Intermediary or if it has not exercised the right to use a Technology Intermediary, no later than seven (7) working days from the signing of this Agreement, otherwise it will be impossible to

16 di 24





activate the pagoPA Platform Services, undertakes to communicate through its Subscribing Provider Contact Person the names of the following figures:

- a. person responsible for the assistance to be provided through the operations table referred to in Article 4; and
- b. person responsible for technological infrastructure and application adaptation.

7. The Subscribing Provider undertakes to immediately communicate to the Company, through its Contact Person and in the manner indicated in this article, and in any case no later than two (2) working days, any change with respect to the figures appointed by the same pursuant to the preceding paragraphs, otherwise the Company will not be able to guarantee the business continuity of the pagoPA Platform Services.

Article 12

(Processing of personal data)

1. The personal data exchanged by the Parties for the execution of this Agreement, such as the data of the Subscribing Provider Contact Persons, are processed exclusively for the execution of the same, excluding any other purpose, and will be processed by the Parties, as independent data controllers, each for the part of their competence, pursuant to and in full compliance with the provisions of the GDPR and the Privacy Code.

2. The Parties undertake to comply with all the obligations included in the Guidelines with regard to the processing of personal data and to cooperate, also through their respective Data Protection Officers (DPOs), in full compliance with the applicable legislation on the protection of personal data and security of the systems used. To this end, the Subscribing Provider provides the contact details of its DPO below and undertakes to immediately notify the Company of any change with respect to the contact details provided:

Contacts of the data protection officer c/o the Subscribing Provider:

· address:





· e-mail:

· certified e-mail:

Article 13 (Agreement assignment)

1. The Subscribing Provider has the right to assign, in whole (and not in part) this Agreement to a Payment Services Provider, giving prior notice via certified e-mail to the Company, which will have the opportunity to object to the assignment within fifteen (15) days from the communication. In the absence of opposition by the Company within the aforementioned period, the assignment of the Agreement will be considered accepted by the Company. The Company undertakes not to unreasonably oppose the assignment of the Agreement in the event of a transfer of a company or business unit or intra-group corporate transactions involving the Subscribing Provider.

2. The Company has the right to assign, in whole or in part, this Agreement and/or transfer the rights and obligations deriving therefrom, giving simple notice to the Subscribing Provider.

Article 14 (Applicable law and jurisdiction)

1. The rules applicable to this Agreement are those provided for under the Italian legal system; the related language is Italian, therefore, any further version of this Agreement in languages other than Italian are to be deemed solely as courtesy copies. In particular, it is clearly agreed that the Italian language version of this Agreement shall prevail over the English language version thereof.

2. For any possible contrast or difference between the Italian and English version or a version in any other languages, what is established by the contract drawn up in Italian shall prevail.

3. Any dispute and/or controversy which may arise between the Parties in relation to the interpretation, validity and/or execution of this Agreement, which is not resolved amicably between the Parties, will be referred exclusively to the Court of Rome.

Article 15 (Tax clause)

18 di 24





1. This Agreement is subject to registration tax, only in case of use, pursuant to the Tariff, Part II, as referred to in art. 5 of Italian Presidential Decree no. 131/86 and stamp duty, borne by the Subscribing Provider, pursuant to art. 2 of the Tariff Part I attached to Italian Presidential Decree 642/72.

1.1. The Subscribing Provider shall send to the email address indirect-tax@pagopa.it the document evidencing the payment of the stamp duty.

Article 16 (Administrative responsibility of institutions pursuant to Italian Legislative Decree 231/01)

1. The Parties declare to be aware of the current legislation on the administrative liability of companies and, in particular, of the provisions of Italian Legislative Decree no. 231/2001 and its subsequent amendments and additions.

2. The Parties undertake to refrain from any conduct aimed at configuring the hypotheses of crime indicated in Italian Legislative Decree no. 231/2001 and its subsequent amendments and additions and to collaborate in good faith in order to ensure compliance with the Code of Ethics/Model of organisation management and control possibly adopted.

Article 17 (Final provisions)

1. This Agreement constitutes the sole agreement between the Parties and supersedes and cancels any previous agreement or understanding, both written and oral, relating to the subject matter of this Agreement, even if signed with any assignees of the Company and/or by any assignors of the Subscribing Provider.

2. Any nullity or invalidity of any single provision of this Agreement shall be deemed to be limited, as far as possible, to the provision in question and shall not extend to the entire Agreement which shall continue to be in full force and effect.

3. Failure or non-timely application of any of the provisions of this Agreement will not result in the definitive waiver of the faculties or rights related to this provision or to enforce it or invoke its application in the future.





Read, Confirmed and Signed.

for the Subscribing Provider

for PagoPA S.p.A.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Parties, by mutual agreement, after reading the rules contained in this Agreement, with particular regard to Articles 3, 4, 5, 6, 7, 8, 12, 13, 14 declare to approve them, rejecting as of now any mutual exception.

for the Subscribing Provider

for PagoPA S.p.A.





Annex 1 - Fees

1. The Fees payable by the Subscribing Provider to the Company are based on a model providing a cost per Transaction with a positive outcome which varies depending on the number of Transactions with a positive outcome per year completed by the Subscribing Provider divided into nine (9) brackets, as shown in the table below:

Referen ce bracket	Number of Transactions with a positive outcome (year)	Unit fee per bracket, plus VAT where applicable
1st Bracket	0	€ 0.085
	1,500,000	
2nd Bracket	1,500,001	€ 0.0723
	4,500,000	
3rd Bracket	4,500,001	€ 0.0679
	9,000,000	
4th Bracket	9,000,001	€ 0.0638
	14,500,000	
5th Bracket	14,500,001	€ 0.0575
	23,500,000	
6th Bracket	23,500,001	€ 0.0563
	38,500,000	
7th Bracket	38,500,001	€ 0.0552
	62,000,000	
8th Bracket	62,000,001	€ 0.0541





	100,000,00 0	
9th Bracket	100,000,0 01	€ 0.0530

2. To calculate which bracket the Transactions with a positive outcome fall into at the time of invoicing, the Company will take into account the Transactions with a positive outcome already invoiced for the previous quarter(s) of the relevant year. In particular, for invoicing Transactions with a positive outcome of the single quarter, in order to identify the reference bracket and determine the relative Fee, the Company will add to the already invoiced Transactions those of the quarter to be invoiced, identifying the reference bracket(s) for the latter.

For example:

- if in the quarter of January, February, March 2020, the number of Transactions with a positive outcome completed by the Subscribing Provider is 1,400,000, all the aforementioned transactions fall within the 1st bracket and will be invoiced by the Company for a Fee of €0.085 per Transaction with a positive outcome;
- if in the quarter of April, May, June 2020, the number of Transactions with a positive outcome completed by the Subscribing Provider is 1,600,000, taking into account the volumes of the previous quarter, then (i) out of 1,600,000, only the share equal to 100,000 Transactions with a positive outcome fall in the 1st bracket, and will be invoiced by the Company with a Fee of €0.085 per Transaction with a positive outcome, while (ii) the remaining share of 1,500,000 Transactions with a positive outcome fall in the 2nd bracket and will therefore be invoiced with a Fee of €0.0723 per Transaction with a positive outcome.

3. Consistent with the provisions of art. 4, paragraph 5, of this Agreement, if the Subscribing Provider belongs to the same corporate group (where a company belonging to the same group must be understood as any company of capital or persons in which the Subscribing Provider or any parent of the Subscribing Provider has control, directly or indirectly, of more than 25% of the votes exercisable at the ordinary shareholders' meeting) of other payment service providers authorised in the pagoPA Platform, the Subscribing Provider may request, pursuant to article 5, paragraph 7 above that, for the purpose of determining the Fee, the number of Transactions with a positive outcome per year completed by the Subscribing Provider be added to the number of Transactions with a positive outcome per year completed by the other Payment Service Providers authorised in the pagoPA Platform belonging to the same corporate group of the Subscribing Provider and who have also signed this Agreement.

4. As an alternative to paragraph 3 above, the Subscribing Provider, after conferring





a Mandate to one or more Qualified Agents, may request pursuant to article 5, paragraph 8 above that, for the purposes of determining the Fee, the number of Transactions with a positive outcome per year completed by the Subscribing Provider be added to the number of Transactions with a positive outcome per year completed by the other Payment Service Providers authorised in the PagoPA Platform which have conferred a Mandate to the same Qualified Agent for the same services.

5. The fixed Fee shall be € 0.035, plus VAT if applicable, for each Transaction with a positive outcome, provided that:

- a) the relevant transactions are carried out through a physical POS terminal installed at the premises of the Creditor Entity and compliant with the pagoPA technical specifications;
- b) such physical POS terminal is used exclusively for the collection of amounts due to the Creditor Entity at whose premises it is installed (*single-entity POS*);
- c) the transaction fee relating to the transaction carried out through the physical POS terminal and retroceded to the PSP is borne by the Creditor Entity and not by the payer.

In addition to the conditions set forth above, at least one of the following conditions must be met:

- 1. a 25% increase, compared to the same quarter of the previous year, in Transactions with a positive outcome originating from physical POS devices, as determined on the basis of the information provided by the PSP to the Company for quarterly invoicing purposes;
- 2. at least 10 million Transactions with a positive outcome originating from physical POS devices carried out in the immediately preceding calendar year, to be verified annually at the beginning of each year within the timeframe applicable to the invoicing of the first quarter.

Where condition 2 above is met, the Fee of € 0.035 shall apply for the entire year. Where condition 2 is not met, condition 1 shall be assessed.

6. The Subscribing Provider, under its sole responsibility, represents that, for the purposes of the application of the Fee referred to above, the Transactions with a positive outcome satisfy all the cumulative conditions set out in letters a), b) and c), as well as at least one of the additional conditions set forth under points 1 and 2.

The Subscribing Provider acknowledges that the Company is unable to independently verify compliance with such conditions and therefore relies exclusively on the information provided by the Subscribing Provider through the applicable reporting channels, the Subscribing Provider remaining responsible for the accuracy and completeness of such information.

The Company reserves the right to revoke the reduced Fee and/or to take any other contractual measures should it be determined that one or more of the above conditions





have not been met.

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24 di 24

