

EXPLORATORY NOTICE

FOR THE RECEIPT OF EXPRESSIONS OF INTEREST FOR DIRECT ASSIGNMENT, FOR ACQUISITION UNDER USER LICENCE, IN "WHITE-LABEL" MODE, OF A DIGITAL TECHNOLOGICAL PLATFORM FOR THE PERFORMANCE OF "VOLUNTARY MULTILATERAL OFFSETTING" OR ANOTHER TOOL FOR THE EXTINCTION OF RECEIVABLES AND PAYABLES POSSESSED BY SEVERAL PARTIES ON THE CIRCUIT

1. Foreword

1.1 "Garanzie per partecipazioni e finanziamenti Spa" (hereinafter, also "Gepafin Spa") is a joint publicly and privately owned financial corporation registered with the Association of Financial Brokers pursuant to Article 106 of the Banking Laws Consolidation Act (TUB) as number 31865. The Umbria Regional Authority is the majority shareholder and holds, both directly and through Sviluppumbria Spa, a 56% stake in the company capital. The remaining 44% is possessed almost entirely by banks.

2. Subject of the Procedure

2.1 Gepafin Spa intends to start a procedure for the selection of an economic operator (hereinafter, also "Supplier") for the direct assignment for acquisition under user licence in SaaS (*i.e.* Software as a Service), in "white-label" mode, of a digital technological platform for the implementation of a "voluntary multilateral offsetting room" on a platform, pursuant to Article 1252 of the Italian Civil Code, or another tool for the extinction of receivables and payables of economic operators who have joined the platform.

Gepafin Spa has voluntarily opted to apply the regulations deriving from Legislative Decree no. 50/2016, as subsequently amended and supplemented by Decree Law no. 76/2020 (the "simplifications decree"), converted by Law no. 120/2020, and by Decree Law no. 77/2021, to the procedure.

2.2 This Notice does not constitute a contractual proposal and does not result in the creation of legal positions or obligations, nor is it binding, in any way, on Gepafin Spa, who will be free to suspend, alter or cancel the procedure at any time, without entitling the parties applying to participate to make any claim.

2.3 Gepafin Spa reserves the right to negotiate the content of the proposals received.

2.4 Those interested may submit an Expression of Interest and, subsequently, on being invited to submit a bid, their quote, in order to allow Gepafin Spa to proceed with assignment of the service in question, pursuant to Article 36 of Leg. Decree no. 50/2016, paragraph 2, letter a), Decree Law no. 76/2020 (the "simplifications decree"), converted by Law no. 120/2020, and Decree Law no. 77/2021, as subsequently amended and supplemented.

2.5 In order to encourage the broadest participation and in compliance with the principles of non-discrimination, equal treatment, proportionality and transparency,

interested parties who satisfy the requirements for assignment may participate in this procedure, in the methods indicated below.

2.6 The assessment procedure will be divided into two selection phases (Phase 1 and Phase 2), as envisaged by Art. 5.2 below.

3. Objectives of Gepafin Spa

3.1 The primary objective of Gepafin Spa is therefore the acquisition of a platform that, through software based on a sequence of algorithms (as described in further details in the specifications), results in mapping of the business relations between economic operators linked by mutual credit and debit positions, for the extinction (even partial) of the debit positions, by means of multilateral offsetting or other means of extinction satisfying the credit receivable, such as instantaneous payment of the debt (the "Platform") for the economic operators joining the service (hereinafter, "Users" or "User"). In this manner, it will be possible to extinguish the receivables and payables between several enterprises, even ones on the same production chain, without the circulation of cash (the "Project").

3.2 Implementation of the Project therefore requires Gepafin Spa to be able to access, through the Platform, the SDI (i.e., the Data Interchange System) of Users, in order to display and analyse the electronic invoices receivable and payable, identifying situations in which it is possible to proceed with extinction of reciprocal debt positions, using the methods indicated in Art. 3.1 above.

4. Technical features of the Platform

4.1 The Platform must allow the uploading of invoices, simplifying the activities of monitoring, management and collection of trade receivables by Users in every industry and of any size.

4.2 *Onboarding* by Users must be a completely online process and uploading of the invoices must be automatic, using various forms, such as API (i.e., Application Programming Interface), connector to ERP (Enterprise Resource Planning) and the User's "tax box".

4.3 The User interface must be user-friendly and intuitive and must allow Users to create a dedicated account that can be extended to its own collaborators and shared with its accountant, who will thus be able to monitor and assist the client in all the necessary activities.

4.4 The Platform must also offer the possibility of enabling home banking services, allowing Users to connect to their own bank accounts, in order to display the balances and transactions and make payments.

4.5 The Platform must also have automatic sending systems for communications to Users, including through PEC (certified e-mail).

4.6 The Platform must have algorithms that are capable of analysing all direct and indirect interactions between Users, identifying situations in which one or more offsets are possible, or similar situations that could lead to the same result of extinction, even

partial, of receivables and payables.

4.7 The Platform must: (i) create a peer-to-peer network on which each “node” will be a User (even belonging to a production chain); (ii) assess interconnections between existing debtors and creditors and facilitate the settlement of collections and payments of invoices receivable and payable; (iii) collect data that is useful for analysis of the exchanges between production chains and between categories, also georeferenced.

5. Description of the selection procedure, preliminary analysis and examination of the applications

5.1 Awarding of the contract will be based on an assessment of the Platform.

5.2 The Contract comprises two procedural phases. Achieving the results of Phase 1, as described below, is a necessary condition for moving on to Phase 2:

- a. Phase 1: comprising empirical tests on functioning of the Platform purchased in SaaS, in white-label mode, by Gepafin Spa, with the features indicated in Art. 4 above and with achievement of the results specified in Art. 2 of the Specifications;
- b. Phase 2: characterised by actual supply of the service, and necessarily subject to successful passing of Phase 1, and therefore to the release of any implementations or alterations that Gepafin Spa considers necessary to the achievement of its own purposes.

5.3 In Phase 1 of the procedure, which must necessarily be completed within 3 (three) months of signing the contract, the winning bidder must, through empirical tests on functioning of the Platform, provide documentation, through the production of a detailed report (the “Report”), confirming that the Platform has the features indicated in Art. 4 above and that the results specified in Art. 2 of the Specifications have been achieved.

5.4 In Phase 1, Gepafin Spa might ask the winning bidder to make changes and/or add implementations to the Platform, where it does not correspond entirely with the needs of Gepafin Spa for achievement of its own objectives. Said changes and/or implementations will remain the property of Gepafin Spa, under the terms and conditions indicated in Art. 12 below.

5.5 At the end of Phase 1, based on the timeline indicated in Art. 5.3, the Assessment Committee referred to in Art. 9.2 below will, within 30 (thirty) working days of issue of the Report, proceed to check the Report and also correspondence of what the winning bidder has supplied with the technical requirements of the Specifications and with any further item supplied, if any, and also its correct functioning. To this end, an inspection will be conducted, also in the presence of a representative of the winning bidder and the members of the Assessment Committee, at the end of which a specific inspection report will be drafted.

5.6 The result of the inspection will be negative if at least one of the tests performed is not passed, or if the inspection itself is not completed, for reasons attributable to the

winning bidder. If the result of the inspection is negative, the winning bidder must perform, within 30 (thirty) days, all activities necessary to ensure that the inspection is repeated and successfully passed.

5.7 A negative result of the second inspection will be a reason for termination of the contract due to a serious breach of contract, pursuant to Article 1453 of the Italian Civil Code.

5.8 A positive result of the inspection and verification of the Report will automatically take the winning bidder into Phase 2 of the procedure, with effective supply of the service.

6. Requirements of the participants

6.1 Participation in the procedure is open to anyone interested who satisfies the general requirements for awarding of the contract for the services, as envisaged by the current regulations on public-sector contracts referred to above, as well as the following specific requirements:

- a. head office and operating unit located in the European Union;
- b. professional eligibility (registration on the Companies Register, ATECO [economic activity] codes, registration with professional associations, application of the industry CCNL [National Collective Employment Contract], etc.)
- c. economic and financial standing requirements
- d. technical and professional capability requirements for performance of the project, with specific reference to experience in the management of Fintech platforms.

6.2 Anyone interested may be asked to provide further documentation serving to check that the requirements for assignment of the service to which this Notice relates are satisfied.

7. Methods of submitting an Expression of Interest

7.1 Anyone interested in participating in this procedure must submit their own Expression of Interest, on pain of exclusion, no later than midday on 6 March 2023, via certified e-mail (PEC) sent to the address: gepafinspa@legalmail.it (the time of receipt of the communication will serve as proof). A request to participate sent via normal e-mail will not be accepted.

7.2 The Expression of Interest, drafted in accordance with the instructions contained in this Notice and possibly complying with the "Expression of Interest" template attached to the Specifications and published on the website <https://www.gepafin.it>, and also in the BUR (Regional Official Bulletin) of the Umbria Regional Authority, must be digitally signed by the legal representative of the interested party; it must also be accompanied by:

- (I) a copy of the currently valid identity document of the legal representative of the interested party (the person who has signed the Expression of Interest);
- (II) anti- *pantouflage* (revolving door) declaration according the attached layout.

Expressions of Interest will be considered as not receivable if they are:

- (I) submitted after the aforementioned deadline;
- (II) sent using a method other than certified e-mail (PEC), as indicated above;
- (III) not signed by the legal representative using the methods indicated above.

7.3 Gepafin Spa reserves the right to ask economic operators who send an Expression of Interest to provide the further certificates, information and data considered useful for assessment of the bid.

8. Performance of the assignment procedure

8.1 Gepafin Spa intends to proceed with direct assignment, pursuant to Article 36, paragraph 2, letter a), of Leg. Decree no. 50/2016, as subsequently amended and supplemented by Decree Law no. 76/2020 (the "simplifications decree"), converted by Law no. 120/2020, and by Decree Law no. 77/2021. Anyone who has submitted a proper Expression of Interest will therefore subsequently be sent a specific request for a bid.

8.2 Expressions of Interest are therefore not binding, in any way, for Gepafin Spa, nor do they result in any right for applicants insofar as concerns awarding of the procedure.

9. Assessment methods, criteria and timing

9.1 After receiving the Expressions of Interest, Gepafin Spa will check, within 10 (ten) days, that the admissibility requirements are satisfied. An invitation to submit a bid will be sent to anyone who satisfies those requirements. Within 10 (ten) days of said invitation, Gepafin Spa will collect the bids, which must include a technical bid and a financial one, in compliance with the indications specified in point 9.8 below and in Art. 1.8 of the Specifications (the "Bid" or "Bids").

9.2 The Bids received will be assessed, within 30 (thirty) days of receipt, by an assessment committee (the "Assessment Committee") appointed by Gepafin Spa and formed of 3 (three) members, namely the Gepafin Spa Project Manager, a representative from Milan Polytechnic and a representative of Perugia University. The committee will assess the Bid on the basis of the assessment criteria listed in the table below. Examination of the Bid will be based on the documentation submitted and on the independent and final judgement of the Assessment Committee, who may, to that end, request a guided interview (also performed remotely), in order to acquire further technical information on the service offered through the Platform.

9.3 The person who takes part in the interview must provide an identity document and must be the legal representative of the bidder or another person possessing specific capabilities, who must also provide an identity document and possess a specific proxy granted by the legal representative of the enterprise participating in the procedure. Said representative shall necessarily be a member of the development team in the case of a winning bid.

9.4 In the case of A.T.I. (Temporary Associations of Enterprises) or joint ventures pursuant to Article 2602 of the Italian Civil Code, already incorporated or to be

incorporated, the person who participates in the interview must exhibit a proxy signed at least by the legal representative of the enterprise that acts or will act as the lead company.

9.5 A video and audio recording will be made of the interview, in compliance with current regulations.

ASSESSMENT OF THE TECHNICAL BID (max. 80 points)	PLATFORM ASSESSMENT CRITERIA	MAXIMUM 80 POINTS	
	Consistency between the professional training profile of the applicants and the proposed project	Levels of consistency and score (max. 10 points)	
		Not consistent	0
		Sufficiently consistent	3
		Averagely consistent	6
	Compliance of the platform with the objectives and purposes of Gepafin	Levels of consistency and score (max. 10 points)	
		Not consistent	0
		Sufficiently consistent	3
		Averagely consistent	6
	Previous experience with public administrations or entities	Do the company or members of the company have previous experience in the public sector? (max. 4 points)	
		NO	0
		YES	4
	Compliance of the project with the features envisaged by the Platform	Features and maximum score for each feature (max. 56 points)	
		Ability to adjust with each other, even partially, the receivables and payables resulting from invoices issued and transmitted to the SDI (Data Interchange System)	5
		Access to the automated tax box	5
		Completely online onboarding of the companies	5
User-friendly and intuitive user interface		4	
Possibility of enabling home banking services		6	
Possibility of creating dashboards and mapping of the data processed		6	
Proposed innovative solutions for		20	

		achieving the highest number of on-line transactions without using loans	
		Features of high security and “availability”, at both application and data persistence levels	5
ASSESSMENT OF THE FINANCIAL BID (max. 20 points)	FINANCIAL BID ASSESSMENT CRITERIA	MAXIMUM 20 POINTS	
	Cost of Platform set-up and any implementations (phase 1)	Up to 5,000 €	5
		Up to 7,500 €	3
		Up to 10,000 €	1
		Over 10,000 €	0
	Cost of annual licence (phase 2), inclusive of monthly service fees, Platform management and maintenance costs and one-off fees	Up to 5,000 €	5
		Up to 7,500 €	3
		Up to 10,000 €	1
		Over 10,000 €	0
	Fee to be charged directly to the Users by the service provider	Planned fee to be charged to Users on the volumes of transactions performed on the Platform and/or a monthly/annual fee, in an amount not less than 1%	10

9.6 After completing its assessment of the Bid, the Assessment Committee will communicate the result to the bidders, at the PEC address used by them to submit the bids.

9.7 The service to which this procedure relates will be assigned to the enterprise that has obtained the highest score in the assessment phase, which must be over 70 (seventy) points in any case.

9.8 The financial bid must be divided into the following cost items:

- a. cost of activation of the Platform;
- b. quantification criteria of the costs for the implementations referred to in Art. 5.4;
- c. monthly fees for supply of the service and management and maintenance of the Platform, network costs and any other cost associated with operational maintenance of the service, starting from the moment when the Platform is placed in operation;
- d. licensing costs, to be paid as a “one-off fee”, associated with the Platform and with any other component considered essential for supply of the service;

- e. cost, in percentage, on the volumes of the transactions performed on the Platform that will be charged to Users.

10. Contract of assignment

10.1 Performance of the Project is conditional upon the parties signing the contract of assignment of the approved services.

10.2 The contract of assignment will govern relations between the parties, with their respective obligations and duties, the duration and the methods of performance of the supply and the payment methods.

11. Payment of the fee

11.1 The fee for purchase in SaaS, in white label mode, of the Platform, as specified below, will be paid with the following methods:

- (I) for Phase 1, the fee may not exceed € 15,000.00 (fifteen thousand), net of VAT and other legally required expenses, and will be paid when the inspection referred to in Art. 5.5 is successfully passed;
- (II) for Phase 2, the fee may not exceed € 20,000.00 (twenty thousand), net of VAT and other legally required expenses, and will be paid in two deferred six-monthly instalments;

11.2 In consideration of the maximum amounts of the fee, as quantified above, bids exceeding those amounts will not be considered.

11.3 No other financial commitments may be attributed to Gepafin Spa.

11.4 Each payment will be made following:

- a. presentation of a proper invoice;
- b. check on compliance with the obligations concerning representations and the consequent procedures relating to employees' welfare and social security contributions - DURC [certificate of contributions compliance];
- c. presentation of an affidavit, made pursuant to Italian Presidential Decree no. 445 of 2000, in which it is certified that the obligations laid down by Art. 13-ter of Decree Law no. 83 of 2012, in contracts and subcontracts of work and services, are satisfied, i.e., regular payment of VAT and withholding taxes.

11.5 The payment times will be suspended in the event of claims of non-fulfilment in performance of the service by the winning bidder that have resulted in application of the Penalties referred to in the Specifications.

11.6 In these cases, the payment times will recommence on the date when the dispute is settled and it has been ascertained that there are no penalties to be applied.

11.7 The payments will be made via bank credit transfer made out to the winning bidder, following communication of the details of the dedicated current account pursuant to Law no. 136/2010, as subsequently amended and supplemented.

11.8 Before making payment, Gepafin Spa will request the documentation relating to the requirements laid down for assignment of supplies of goods and services, the

check on non-fulfilment pursuant to Art. 48-bis of Italian Presidential Decree no. 602/73 and the social security contributions situation.

11.9 In compliance with the regulations on assignment of services to third parties, Gepafin Spa reserves the right to carry out checks on performance of the authorised activity and, in the event of non-fulfilment, will proceed with application of what is envisaged by the contract signed between the parties.

12 Ownership of the Platform

12.1 The Platform, and the relative software, will be granted by the winning bidder to Gepafin Spa in SaaS in white label mode.

12.2 The customisations of the Platform developed by the winning bidder during the period of validity of the contract of assignment will be owned by Gepafin Spa. The winning bidder undertakes not to market or supply said customisations to third parties, unless Gepafin Spa has given its prior consent to this.

12.3 To this end, the winning bidder must deliver, 30 (thirty) days prior to the expiry date of the assignment or the date of termination of the contract, a complete data backup of the system created, all the “source codes” of the customisations developed, the complete documentation on them, according to the international standards of reference.

13 Duration of the Service

13.1 The duration of the assignment will be 5 (five) years, effective from the start of Phase 2.

13.2 When it expires, Gepafin Spa reserves the right to renew the contract.

14 Final provisions

14.1 In the cases envisaged by law, in place of the documentation prescribed in this notice, it is possible to use all the permitted substitute forms (affidavits, self-certifications, etc.).

14.2 Gepafin Spa reserves the right to abandon performance of the Project to which this procedure relates, hereby informing the participants in the selection that they will have nothing to claim in this case.

14.3 This Notice is published on the website of Gepafin Spa: <https://www.gepafin.it> and on the BUR (Regional Official Bulletin) of the Umbria Regional Authority.

15 Procedure Manager

15.1 The Procedure Manager is Mr. Marco Tili.

15.2 Further legal, administrative and technical information can be requested via e-mail, at the address info@gepafin.it .

SPECIFICATIONS FOR DIRECT ASSIGNMENT, FOR ACQUISITION UNDER USER LICENCE, IN WHITE LABEL MODE, OF A DIGITAL TECHNOLOGICAL PLATFORM FOR THE PERFORMANCE OF “VOLUNTARY MULTILATERAL

OFFSETTING” OR ANOTHER TOOL FOR THE EXTINCTION OF RECEIVABLES AND PAYABLES POSSESSED BY SEVERAL PARTIES ON THE CIRCUIT

1. Introduction

1.1 Contracting Authority or Customer

Garanzie per partecipazioni e finanziamenti S.p.A. (hereinafter “Gepafin), a joint publicly and privately owned financial corporation registered with the Association of Financial Brokers pursuant to Article 106 of the Banking Laws Consolidation Act (TUB) as number 31865.

–Registered office: in Perugia (postcode 06124), at Via Campo di Marte no. 9

–Tel: +39 075 505 98 11

–Fax: +39 075 500 51 56

–E-mail: info@gepafin.it

–Certified e-mail: gepafinspa@legalmail.it

–Website: <https://www.gepafin.it>

–Procedure Manager: Mr. Marco Tili.

The Contracting Authority is the private entity that applies the public contracts code, referred to in Legislative Decree no. 50/2016 and associated regulations.

1.2 General presentation of the need

The main objective of Gepafin S.p.A. is the purchase, under user licence (hereinafter, “SaaS” *i.e.*, Software as a Service), in white label mode, of the Platform (as defined in the Exploratory Notice), for performance of the Project referred to in said Exploratory Notice.

1.3 Purposes of the document

This document contains the guidelines for performance of the Project. The purpose of what is described in this document is to indicate the needs of Gepafin S.p.A and to provide information on the degree of complexity of the topics to which the supply relates. What is indicated does not replace, under any circumstances, the analysis of the needs and requirements that the winning bidder must perform once the contract has been awarded.

1.4 Features of the supply

The procedure requires the winning bidder to release the requested service in two successive Phases, as described in Art. 5 of the Exploratory Notice and in Art. 2 below of these Specifications.

The selection procedure does, in fact, comprise two procedural phases. Entry into the agreement will therefore require achievement of the results envisaged in Phase 1 as a condition for access to Phase 2.

1.5 Definitions and general conventions

The Platform is also to be intended as a cloud infrastructure and software in SaaS that supplies the required service, as well as the set of programs executable by the Platform, and any accompanying programs, accessories, components, parts, forms, documents, manuals and, in general, any other part necessary for proper functioning

and profitable use of the Platform by the Users.

The Platform is to be considered as equivalent to any other capital good, since, regardless of its "intangible" nature, it is a finished product, chosen and purchased in SaaS in white label mode, solely for its ability to perform a specific function, from the performance of which Gepafin S.p.A. plans to obtain its own utility.

The possibility of obtaining these functions is the purpose of Gepafin S.p.A. in accessing this supply, the true purpose of which therefore comprises the functions offered and not a simple set of programs as such. For the complete description of the supply, the functions listed in the documentation presented by the Supplier with the Platform will therefore be valid.

Since the Supplier is free and independent in the choice of which functions to include or not on its own Platform (starting from the moment of design and up to creation and sale), with the exception of the minimum functions specified in these Specifications, the Supplier itself will be responsible for supplying a Platform that corresponds with the requirements in these Specifications, in the other accompanying documents and with what is declared in the bid documentation. The Supplier will be responsible for all and any activities that are not expressly indicated as such in the technical bid and that may prove to be essential to ensuring the functions of the Platform.

Failing this, the result of the inspection of the Platform or several of its parts will be negative and the problems must be rectified using the methods indicated in Art. 5.5 of the Exploratory Notice. The Platform must be able to manage the complexity, the problems and therefore the needs of Gepafin S.p.A. itself.

1.6 General requirements for participation and professional eligibility.

Economic operators who are interested in participating in the procedure must demonstrate that, in addition to the requirements envisaged in the Exploratory Notice, they also satisfy the following requirements, attaching appropriate documentation to the Expression of Interest, which must necessarily comprise, on pain of exclusion from the procedure, the following documents:

- a. a self-certification made pursuant to Italian Presidential Decree no. 445 of 28 December 2000 and associated regulations, or, for bidders not resident in Italy, equivalent appropriate documentation according to legislation of the State of origin, with which the bidder or its representative, accepting full responsibility:
 - a.1) declares the date of incorporation of the company (bids from companies incorporated within the last 6 calendar months will not be considered) and the certified e-mail address (PEC) at which it intends to receive all notices relating to these procedures. In the case of joint ventures, the dates of incorporation of all the companies in the venture must be declared;
 - a.2) certifies and declares that it is not in the conditions expressly contemplated by Article 80 of Legislative Decree no. 50/2016 and associated regulations, providing, in full, the declarations on non-existence of the causes of exclusion envisaged therein. Said declaration must also contain a list of

the people referred to in paragraph 3 of said Article 80 of Legislative Decree no. 50/2016 who have

left office in the year prior to the date of publication of the call for bids, declaring the non-existence, for said people, of the causes of exclusion referred to in Article 80 of Legislative Decree no. 50/2016, or the intervening adoption of appropriate acts of disassociation. If there are no people who have left office in the year prior to the date of publication of the call for bids, it must be declared that this is the case in said period. Said declaration must also indicate the people against whom the cases of exclusion referred to in Article 80 of Legislative Decree no. 50/2016 apply.

a.3) declares the non-existence of the causes of exclusion referred to in Law no. 383/2001 and associated regulations, in Legislative Decree no. 198/2006 and associated regulations, in Legislative Decree no. 286/1998 and associated regulations, and also current anti-Mafia regulations.

b. a self-certification made pursuant to Italian Presidential Decree no. 445 of 28 December 2000, or, for bidders not resident in Italy, equivalent appropriate documentation according to legislation of the State of origin, certifying that the bidder has an appropriate organisational/logistical structure for performance of the activities to which the bidding procedure relates. The declaration must be accompanied by a list of the structures available to the bidder;

c. a declaration signed by the legal representative of the bidder, or a representative holding suitable powers of attorney, certifying:

c.1) that they have examined, precisely acknowledged and considered, in formulation of the bid formulated on invitation of Gepafin S.p.A:

- all general and special circumstances that could influence, in any way, performance of the service and determination of the bid;

- all the conditions, obligations and expenses, none excluded, deriving from the Exploratory Notice, Specifications and essential elements of the contract and all the documents referenced in them;

- all the conditions, obligations and expenses, none excluded, deriving from current regulations on the supply being assigned and safety in the workplace in which the activities are to be performed;

c.2) full acceptance, without reservations of any kind, of all the conditions of negotiation, participation and exclusion indicated in this document (including the veto on participating in the procedure both individually and simultaneously in associated form, as a temporary association of enterprises/joint venture, or participating in more than one temporary association of enterprises or joint venture, on pain of exclusion from the procedure of the company itself or of the temporary associations of enterprises or joint ventures in which it participates), the essential elements of the contract, all the documents referenced in said documents, also declaring the willingness to sign them all without reservations, if the bid is successful;

c.3) that they have nothing to claim and demand from the customer, in the event of this assignment procedure being suspended/cancelled or the contract not being awarded, at any time, not even by way of reimbursement of the costs of participating in the call for bids;

c.4) that they undertake to supply the service in compliance with current regulations or those intervening in the meantime after the contract has been awarded.

1.7 Conditions for participation of joint ventures.

It is forbidden for bidders to participate in the procedure both individually and simultaneously in associated form (temporary association of enterprises, joint venture), or to participate in more than one temporary association of enterprises or joint venture, on pain of exclusion from the procedure of the company itself or of the temporary associations of enterprises or joint ventures in which it participates. In the case of joint undertakings (temporary associations of enterprises being incorporated or already incorporated), the joint ventures referred to in Articles 2602 et seq. of the Italian Civil Code, also in the form of a consortium company pursuant to Article 2615-ter of the Italian Civil Code), the following further provisions apply.

For associations or ventures not incorporated yet:

- a declaration must be presented, signed by the legal representatives of all the participants in the association or joint venture being incorporated, containing a commitment, if the bid is successful, to incorporate the venture legally in that form, explicitly indicating the lead company.
- the declarations indicated in points a.1), a.3) and c) above must be made by all the members of the association or joint venture being incorporated.

For temporary associations of enterprises that have already been incorporated, the same rules indicated above for associations that have not been incorporated yet apply, but, in place of the declaration containing the commitment to incorporate the association, a copy of the collective mandate with representation of the association must be presented, prepared pursuant to Legislative Decree no. 50/2016 and associated regulations. Furthermore, the declarations on participation and exclusion indicated in letters a), b) and c) above may be signed solely by the legal representative of the lead company, provided that they are also prepared in the name and on behalf of all the associated enterprises.

For joint ventures (pursuant to Article 2602 et seq. of the Italian Civil Code, also in the form of a consortium company) already incorporated, the same rules indicated above for associations not incorporated yet apply, with the following specifications:

- the corporate charter and articles of association of the joint venture must be submitted and indicate the joint and several liability of the members for the obligations contracted by the venture. If such liability is not indicated in said documents, a specific declaration must be submitted in that sense, signed by all the members;

–a declaration of the legal representative of the joint venture must also be submitted, certifying which of the member companies will contribute, if the bid is successful, to performance of the requested services;

–said legal representative of the joint venture must submit the declarations indicated in letters b), c) and d) also in the name and on behalf of the companies participating in the joint venture;

–the declarations of points a.1) and a.2) above, on the other hand, must be submitted by all the companies participating in the joint venture who, if the bid is successful, will contribute to performance of the requested services.

If the documentation or declarations submitted are incorrect or incomplete, Gepafin S.p.A. will exclude the bidder from the procedure.

Failure to satisfy even only one of the requirements will constitute a reason for exclusion in the bid admissibility phase.

1.8 The Bid

As laid down by Art. 9.1 of the Exploratory Notice, the Bid must comprise a technical bid and a financial one, in compliance with the following indications.

1.8.1 The technical bid

The technical bid must contain the following documents:

1. an illustrative report concerning the operating methods with which the supply will be performed if the bid is successful, including all the technical features of the Platform (indicated in Art. 4 of the Exploratory Notice and Art. 2 of these Specifications) and the organisational resources that the bidder will provide for performance of the activities assigned;
2. a detailed description of the work team that will be provided to Gepafin S.p.A. for performance of the supply, with specification of the roles of each operating unit;
3. the curriculum vitae of the person appointed by the economic operator who will hold the position of *Team Leader* and interface with Gepafin S.p.A., confirming experience in this specific area;
4. a brief report indicating any additional and incremental services that the bidder undertakes to supply if the bid is successful, at no additional cost with respect to the financial bid submitted.

The aforementioned reports, with the exception of the annexes and the curriculum vitae, must be digitally signed by the legal representative of the economic operator. In the case of temporary associations of enterprises or joint ventures not incorporated yet, the reports forming the technical bid must be digitally signed by the legal representatives of all the companies intending to join the association or joint venture.

In the case of associations of enterprises, the technical bid must also indicate how the services will be divided between the members of the association or joint venture, on pain of exclusion from the bidding procedure.

1.8.2 The financial bid

The financial bid must contain a declaration signed by the legal representative of the

bidder, indicating, in figures and letters, the total price requested for performance of the supply, which must not exceed the amounts (net of VAT and any accessory expenses) specified in the Exploratory Notice, on pain of exclusion from the bidding procedure. The details of the price for each individual activity, as indicated in Art. 9.8 of the Exploratory Notice, must also be attached.

The financial bid must be digitally signed by the legal representative of the bidding company. In the case of temporary associations of enterprises or joint ventures not incorporated yet, the financial bid must be digitally signed by the legal representatives of all the companies intending to join the association or joint venture.

1.9 Liability of the winning bidder – veto on subcontracting or transfer of the contract

The winning bidder is always liable, to both Gepafin S.p.A. and to third parties, for performance of the services accepted and for all damages caused to Gepafin S.p.A. or to third parties in performance of them. It is also liable for the work and conduct of its subordinate employees and for any damage that could be caused by use of means or instruments, both to Gepafin S.p.A. and to third parties.

Subcontracting of the services supplied will be subject to the express and unquestionable authorisation of Gepafin S.p.A.

1.10 Main contractual clauses

The winning bidder is responsible for precise fulfilment of the contractual obligations accepted. All the methods of supply of the service, the contractual responsibilities, the extent of clauses resulting in termination of the contract and the cash flow traceability obligations will be established in the contract.

At the moment of signing the contract, the Supplier must be registered on the MePA electronic market (the Public Administration economic markets), in the category “66170000-2 - Financial advisory services, management of financial and offsetting transactions”.

1.11 Confidentiality and processing of personal and sensitive data

The Supplier undertakes to observe the utmost confidentiality with respect to information on the activities assigned that is not in the public domain and is acquired during performance of the work for this Project. It also undertakes to inform the Customer of any activity it undertakes in relation to security, confidentiality and maintenance of systems.

The data, information and news on the Customer's activities learned by the Supplier's employees and, more generally, anyone involved in performance of the services assigned, in relation to performance of the Project, must not be communicated and disclosed to third parties, in any form, nor be used, by the Supplier or anyone who collaborates in its activities, for purposes other than those contemplated in the service requested, or transferred into other devices, unless they belong to Gepafin S.p.a. or are used by the Supplier to perform the service.

The Supplier formally undertakes to provide instructions to its own personnel and, more generally, to anyone involved in performance of the services assigned, in order to ensure that all confidential data and information that they learn as a consequence

of participation in this supply is considered as confidential and treated as such. Equally, the Customer guarantees the secrecy and confidentiality of the data, information and business know-how contained in all the documentation provided, in general, by the Supplier for the purpose of participating in the bidding procedure. The Supplier and its advisors are required, during performance of the service requested, to comply fully with all the obligations imposed by Legislative Decree no. 196/2003, as subsequently amended and supplemented (as per Regulation (EU) 2016/679, the "GDPR"), relating to the processing of personal and sensitive data, and also compliance with the requirements on identification on the minimum security measures for processing of personal data. All the data that the Supplier will learn through the Platform and supply of the service to which this procedure relates will be the exclusive property of Gepafin S.p.A.; in this regard, the Supplier will be appointed as the Processor for the related processing, in accordance with current laws.

To this end, simultaneously upon signing the contract, a natural person indicated by the Supplier will be appointed as the processor of the personal data of which Gepafin S.p.A. is the controller. The Supplier also undertakes to appoint as data processors, within its own structure, anyone who will process the personal data of which Gepafin S.p.A. is the controller. All the appointments must be communicated to the Customer. The Supplier is required to adopt or have adopted the necessary security measures, both within its own organisation and in performance of each activity performed by third parties with whom it organises the contractual service. In this latter case, the Supplier must ensure that such data and such materials will receive the same degree of care and protection that the Supplier uses for the data, information, software and documentation relating to its own enterprise.

In the case of loss of confidentiality of data or programs due to its own neglectfulness, improper use, negligence or wilful misconduct, the Supplier will be held liable, for each event, with application of the penalties envisaged during performance of the contract and, afterwards, with compensation of damages.

If the breach is so serious as to prevent continuation of the contractual obligations, Gepafin S.p.a. will terminate the contract with immediate effect.

1.12 Penalties

The penalties are applicable in the case of non-compliance with the conditions of supply of the services and supply envisaged in the Exploratory Notice and in these Specifications. These conditions may relate to failure to perform the activities, a delay in their performance or failure to achieve the quality targets.

Failure to perform activities or a delay in their performance means unjustified non-fulfilment that is not rectified with suspensions or extensions granted by Gepafin S.p.A. and exclusively attributable to causes due to the Supplier or caused by it, and therefore excludes delays dependent upon causes beyond the Supplier's control.

Gepafin S.p.A. reserves the right, at its own unquestionable discretion, to suspend application of the penalties for one or more cases, in the event that the Supplier validly undertakes to carry out the agreed recoveries in the service levels and delay times.

The cases in which penalties are envisaged are indicated in the table below and will

be specified in further detail when the contract is drafted after being awarded, through specific service level agreements (*i.e.*, SLA, Service Level Agreement)

Event subject to a penalty	Assessment parameter	Value of the penalty (€)	Maximum penalty imposed (€)
For each working day (*) of delay with respect to the planned delivery date of the Platform	Working day of delay	Number of working days of delay x € 50	35,000, but not higher, in any case, than the price paid for the service
For each working day of delay with respect to the agreed times for adaptive and corrective maintenance to eliminate a malfunction of the Application	Working day of delay	Number of working days of delay x € 100	20,000, but not higher, in any case, than the price paid for the service
For exceeding of the service parameters established in the bid for the Technical Help Desk service	Working day of delay	Number of working days of delay x € 50	20,000, but not higher, in any case, than the price paid for the service
Days of delay with respect to the times planned and agreed for Technical/Operating Assistance	Working day of delay	Number of working days of delay x € 50	20,000, but not higher, in any case, than the price paid for the service

(*) Working day means 8 (eight) hours, in the 9.a.m./6 p.m. timeslot, from Monday to Friday (excluding holidays).

If the total sum of penalties imposed exceeds 15% (fifteen percent) of the contractual amount, Gepafin S.p.a. has the right to terminate the contract early, as established in paragraph 1.13 below.

1.13 Early termination of the contract

Without prejudice to any other provision that allows the Customer to terminate the contract early, this option is expressly envisaged for Gepafin S.p.A. in the following cases:

- negative outcome of the inspection of the Platform referred to in Art 5.5 of the Exploratory Notice and in Art. 2 below
- application of the penalties envisaged in Art. 1.12 above, for a total sum exceeding the percentage indicated in relation to the contractual amount;

- serious breaches of the contractual obligations that persist beyond the deadline assigned by Gepafin S.p.A. to the Supplier to put an end to the breach;
- in the event that the Supplier breaches the rules on subcontracts, even partially;
- failure by the Supplier to regularise the employment relationships with its employees, within one month of any claim relating to this;
- a breach of industrial patents and copyright or other laws;
- if any members of the administrative body or the chief executive officer or general manager or technical manager of the Supplier are convicted, with a final sentence, for crimes against the Public Administration, public order, public faith or assets or are subjected to the measures envisaged by anti-Mafia laws or other restrictions, and in the cases envisaged by current regulations.
- In the event of a documented breach of the provisions on confidentiality indicated in Art. 1.11 above or that expose the Customer to substantial damages or damage to reputation, or following a failure to comply with personal data protection regulations. In the event of the Supplier's non-fulfilment, the Customer will send notice to fulfil the agreements, via certified e-mail, establishing a deadline of no more than 30 calendar days, within which the Supplier must comply with these conditions. The contract will be terminated if this deadline passes without result.
- In the event that the Supplier is subjected to insolvency proceedings or to the means of settlement of company crisis envisaged by the new C.C.I.I. (Company Crisis and Insolvency Code, Legislative Decree no. 14/2019).

In the event of early termination of the contract, Gepafin S.p.A. will perform, through its own experts, an estimate of the goods and services to be supplied and will assess the extent of the damage suffered. Without prejudice to any other right, Gepafin S.p.a. will have the right of recourse on any warranties provided by the Supplier. The necessary expenses for any termination of the contract and those consequent thereupon will be borne entirely by the defaulting party.

2. Subject of the supply

The subject of this Exploratory Notice is the supply and commissioning of the Platform.

The supply is divided into 2 (two) separate phases:

- a. Phase 1: comprising empirical tests on functioning of the Platform with the features indicated in Art. 4 of the Exploratory Notice and with achievement of the following results:
 - (I) the Platform must guarantee that the technical and functional features presented in the Expression of Interest are perfectly active and operational;
 - (II) the Platform must guarantee mapping of business relations between Users (even on the same production chain) and estimate, among the users joining it, the percentage of offsetting or extinctions, through similar cases, of

receivables and payables.

In detail, Phase 1 will be characterised by: (i) executive design, installation and configuration of the infrastructures and/or the Platform necessary for its functioning; (ii) development and/or customisation and/or configuration of the software components and/or the functions necessary for the functions of the Platform; (iii) training of in-house users;

b. Phase 2: actual supply of the service, necessarily conditional upon passing Phase 1.

In detail, Phase 2 will be characterised by: (i) development and/or customisation and/or configuration of the software components and/or the functions necessary for further functions of the Platform; (ii) assistance in start-up of the Platform (iii) the technical help desk; (iv) maintenance of the Platform.

It is specified that, insofar as concerns the supply of any customisations of the Platform, the relative rights of ownership and/or use and economic exploitation of the data, the source codes, the products, the documents, the original works, intellectual creations and any other material prepared or created by the contracting company or by its employees or collaboration, in performance of this Project, will remain the exclusive and perpetual property of Gepafin S.p.A., following delivery to Gepafin S.p.A. itself of all the relative documentation (without exception), which may arrange, without restrictions of any kind, the publication, disclosure, use, sale, duplication and transfer, even partial, of said products, original works or materials; it is also specified that the source codes supplied will be documented in a clear and precise manner.

To this end, the Supplier must declare, in the Expression of Interest, which Platform development activities it intends to perform, regardless of the service contract proposed to Gepafin S.p.a. These advances will be placed at the disposal of Gepafin S.p.A. without the need for further outlays.

Gepafin S.p.a may not have access to, alter or in any way interfere with the intellectual property rights of the Supplier without the latter's prior written authorisation, and may not supplement the Platform with third-party materials, software or hardware elements without the prior written approval of the Supplier.

The Supplier acknowledges and accepts that all the data and information collected or produced through the Platform, and also any processing thereof, in any form or on any medium, are the exclusive property of Gepafin S.p.A. At the moment of termination of the Contract, for any reason, the Supplier will be required to transfer all the available data and information to Gepafin S.p.A. and, subsequently, definitively and irrevocably to erase said data and information from any server.

The Supplier undertakes not to market the service provided to Gepafin S.p.A. to other regional finance companies without the prior agreement and authorisation of Gepafin S.p.A.

2.1 Description of Phase 1

2.1.1 Executive design, installation and configuration of the infrastructures necessary for functioning of the Platform

These Specifications allow the Supplier to propose the infrastructures/software that it deems most appropriate for the correct implementation of what is requested. The Supplier will be fully liable for their correct configuration and functioning, and also for full compliance with the functional requirements requested, accompanied by the appropriate documentation.

2.1.2 Development and/or customisation and/or configuration of the Platform necessary for the functions of the Platform

The Supplier is aware that Gepafin Spa might ask the winning bidder to make changes and/or add implementations to the Platform, where (purchased in SaaS, in white label mode), it does not correspond entirely with the needs of Gepafin S.p.A. for achievement of its own objectives. Said changes and/or implementations will remain the property of Gepafin Spa, under the terms and conditions indicated in Art. 12 of the Exploratory Notice.

2.1.3 Training of employees

The assignment includes training of the employees of Gepafin S.p.A., for whom this specific activity is envisaged, with the creation of an operator guide than can be used either on-line or off-line.

The methods of performing the activities are also outlined in paragraph 2.2.2 below.

2.2 Description of Phase 2

2.2.1 Supply of the service

Phase 2 is characterised by actual supply of the service in accordance with the requirements in the Exploratory Notice, in these Specifications and in the Bid submitted by the Supplier and accepted by Gepafin S.p.A.

2.2.2 Assistance in system start-up

The assignment includes coaching of Gepafin employees by the Supplier's employees, during the Platform start-up phase.

After the Platform has been placed in operation, the Supplier will coach the Gepafin S.p.a. employees in performance of the current activities, in order to facilitate and hasten its correct use, providing at the facility of Gepafin S.p.a. (or remotely) the human resources considered to be necessary, also in the opinion of Gepafin S.p.A., in terms of quantity and quality.

Said service must be available for the first month, starting from the Platform inspection date (end of Phase 1, indicated in Art. 5.5) and subsequently on request for the entire duration of the contract.

In the Bid, the Supplier will define the operating structure, comprised primarily of technical/operating support personnel, that it will provide to Gepafin S.p.A. for performance of this activity.

2.2.3 Second-level *Help Desk* for Gepafin S.p.A. operators

The assignment includes the supply of a technical assistance service (both by telephone and through other channels of communication) to Gepafin S.p.A. operators, in order to solve any technical and operational problems that the Users may encounter in use of the Platform. The service must be guaranteed for the entire

duration of the contract. The methods of performing the service are outlined in Arts. 3.1 and 4.3 below.

2.2.4 System maintenance

The contract includes routine and extraordinary maintenance on the Platform, to be performed in a manner coordinated with the needs of Gepafin S.p.A.

Said maintenance will be divided into adaptive and corrective maintenance (MAC) and perfective maintenance (MEV), as detailed below.

The methods of performing the activity are outlined in Art. 4.5 below.

3. Support and infrastructural tools

3.1 Help Desk Management

In order to assist Users, Gepafin S.p.A. intends to provide a service of:

- First-level *Help Desk*: supplied by Gepafin S.p.A. to assist Users in problems encountered in use of the application tools of the Platform.
- Second-level *Help Desk*, provided by the Supplier for Gepafin S.p.A. to resolve technical problems encountered in use of the Platform.

4. General terms and conditions of supply of the service

All the elements and activities to which the supply relates are detailed in this paragraph. The basic features that the Supplier must ensure in its Bid are detailed for each of them. Compliance with these features will be assessed in terms of both quality and quantity.

4.1 Security features

(I) complying with standards and recommendations

Internet and *Intranet* applications are subject to a broad range of threats, and attacks on the applications are facilitated by exploitable vulnerabilities present in the source code, so the Platform must have a high degree of “availability” at both application and data persistence level, to ensure that the system is resilient against any failures of the individual nodes/servers, and offer an *uptime* of at least 99.99%.

The Platform must also have an “*autoscaling*” system, in order to respond dynamically in management of peak traffic.

For purposes of use of the Platform, the Supplier guarantees, with regard to its own computer systems, the adoption of appropriate physical, logical and procedural security measures, for events of a voluntary or accidental nature, consisting in data acquisition and transfer (so-called cybersecurity).

Other than in the case of gross negligence or wilful misconduct, Gepafin S.p.A. will not be held liable for any direct and indirect, specific, incidental, cautionary or consequential damage originating from: (i) the interruption, slowing or absence of access to the Platform for reasons not attributable to Gepafin S.p.A.; (ii) interruptions, suspensions or anomalies in the service supplied for technical reasons and/or causes of force majeure not attributable to Gepafin S.p.A.

(II) Compliance with Italian personal data protection regulations

In the area of personal data, the application infrastructure and the Platform supplying the services must comply with current personal data processing regulations, namely Italian Legislative Decree no. 196/2003, as subsequently amended and supplemented (as per Regulation (EU) 2016/679, the “GDPR”), and associated regulations, and, in particular, with the minimum security requirements that guarantee: integrity and confidentiality of the data in communication, safekeeping and access, in express compliance with current regulations.

(III) User management

The Platform must manage and trace the principal phases associated with management of the identify of both Users and in-house operators of Gepafin S.p.A., and namely:

- *authentication*: the module manages the authentication process of a User who connects to the Platform and is recognised on the basis of access credentials;
- *authorisation* (controlled access): the module provides the applications with information on the User and on their access authorisation.

Identification must be in strong mode.

4.2 Functional requirements

In order to ensure the utmost flexibility, a set of functions that Gepafin S.p.A. considers to be essential for functioning of the System is indicated below.

The list below provides details of the functions for which release in the first phase of the supply is required and those that must be released in the second phase.

(I) Licensing

It is planned for the Supplier to be able to use, integrated into the Platform, third-party software components or products granted in SaaS, under the following conditions:

- full responsibility of the Supplier for correct functioning of those components;
- the Supplier must indicate the cost for acquisition of the user licences, which must have a validity period at least equal to the supply contract. The list price of said licenses must also be indicated, unless there are specific agreements with the manufacturer, which must be specified if this is the case. The costs of these licenses must be completely included in the financial bid submitted and there must be no further cost payable by Gepafin S.p.A.;
- if the Supplier chooses to use open-source software tools, it must guarantee full compliance of the user licence and full adherence to it in all its parts.

(II) Graphic interface

The Platform will be granted to Gepafin S.p.A. in SaaS in white label mode. On request of Gepafin S.p.A, the Supplier will customise the graphics of the

Platform, affixing the Gepafin S.p.A. logo, excluding any reference to the Supplier and requiring alteration of the colour palette and customisation of the mail sender.

(III) Organisation of the project

The economic operator must provide a detailed description of the methods with which it intends to supply the service, demonstrating that it knows how to manage standard project management methods that maximise the results and minimise the risks, and create and manage an efficient working environment.

In the assessment phase, due consideration will be given to the use of *project management* and *software development* methods that are suited to the needs of Gepafin S.p.A. and that support it in achieving its objectives.

(IV) Methods of organisation and supply of the service

The economic operator is required to provide an adequate description of the methods of supply of the service, demonstrating its efficacy.

(V) Project resources

For the activities that Gepafin S.p.A. will assign to it, the Supplier must guarantee the use of resources with the necessary skills and with sufficient capabilities to:

- Work on the basis of the instructions provided by Gepafin S.p.A.;
- interact and collaborate with other specialists;
- manage and solve problems;
- express a service-oriented attitude;
- operate in compliance with the processes, methods and standards indicated by Gepafin S.p.A.

Any personnel turnover costs are to be borne by the Supplier. Any replacement or supplementing of resources by the Supplier must be agreed with Gepafin S.p.A., with at least 3 (three) months' prior notice.

The Supplier will appoint a coordinator (*Team Leader*), who is responsible for the entire supply. The Supplier must also demonstrate that the *Team Leader* has a long-term employment or collaboration relationship with the Supplier or one that is, in any case, longer than the duration of the contract, and must guarantee that the capabilities and competences of the people used are consistent with the requirements and the types of know-how and technologies required.

4.3 Software supporting development and maintenance activities.

It is required that several systems of support and interaction between the activities of the Supplier and those of Gepafin S.p.A be placed in operation and maintained. In detail, these are systems for:

- fault management;
- help desk support (*ticketing*).

(I) Ticketing platform and technical Help Desk.

A second-level Help Desk service (by telephone or through other remote systems of communication) between the Supplier and the Gepafin S.p.A. operators must be made available, from the moment of entry into service of the Platform and up until conclusion of the services to which this supply relates.

The second-level *Help Desk* service must satisfy the following service levels.

Description	Average value
Waiting time for acceptance of a request	≤ 1 working day from the report
Request completion time	≤ 3 working days from acceptance
Service hours	From 9:00 a.m. to 5 p.m., from Monday to Friday (excluding holidays)

The ticketing service must be accessible in multichannel mode.

Whatever the form of access, each request and the relative intervention must be logged in the ticketing system (including by the same operators assigned to provide the service).

The second-level remote Help Desk service will be provided through an operator (natural person) and must be sized in a manner to guarantee connection with the operators within an average waiting time that guarantees it can actually be used by Gepafin S.p.A.

The assistance service will be provided for the entire duration of the contract, starting from the moment when the Platform is placed in operation and up until the end of the contractual period.

4.4 Training of in-house employees.

The specific training of in-house users on use of the Platform may be organised on site, preferably at the operating unit of the customer, or remotely; it will be provided by instructors appointed by the Supplier.

The Customer reserves the right to request such activity or note, based on its own unquestionable assessments. However, the bid must guarantee that the Supplier is able to provide this activity, if and to the extent that it is requested by the Customer.

4.5 Maintenance

The Supplier must provide the following services:

- a. Adaptive and Corrective Maintenance (MAC);
- b. Perfective Maintenance (MEV).

Both MAC and MEV will be included in the value of the Bid submitted for supply of the service, at fixed price.

a. Adaptive and Corrective Maintenance (MAC)

The Adaptive and Corrective Maintenance (MAC) service must include the activities associated with management of the operating environment of the system in

operation, considering, in particular, diagnosis and removal of causes and effects, on both the User interfaces and the databases, malfunctions of the procedures and the programs in operation.

The MAC service must be operational from the end of Phase 1 (entry into operation of the functions envisaged for Phase 1) and up until 3 calendar months from the testing date, and cover all developments envisaged for Phase 1 and for Phase 2 and any envisaged through the MEV service.

The required minimum service levels are:

Description	Average value
Intervention in the case of malfunctioning of the platform	≤ 1 working day from the report
Elimination of the application software malfunction	≤ 3 working days from acceptance

Said MAC activity must also serve to maintain operation of the Platform, from its entry into operation and up until conclusion of the services to which this supply relates.

b. Perfective Maintenance (MEV)

The Supplier will have the possibility of developing further functions for the Platform that have not been defined until now, through a Perfective Maintenance (MEV) service.

5. Communications

Communications between the Supplier and the Project Manager must all take place formally and, even when preceded by informal phases, must be confirmed formally immediately afterwards.

The following formal methods are identified:

- documents on headed notepaper signed by the Team Leader appointed by the Supplier or by the Procedure Manager for the Contracting Authority, transmitted via ordinary means;
- e-mails received from addresses declared at the start of the project as a reference for communication.

When communications relate to changes of any kind or the contents of which are unrelated to normal running of the project, due to the implications that said communications could have, they must be sent by certified e-mail.

It is the Supplier's responsibility to keep all communications exchanged with the Project Manager and the project team in a manner to ensure that they can be used properly and immediately.

6. Testing

All the infrastructural and software components of the systems supplied will be tested to check their effective compliance with the requirements of the technical specifications and the functional specifications prepared by the winning bidder, in the same methods indicated in art. 5.5 of the Exploratory Notice.

ATTACHED EXPRESSION OF INTEREST

Subject: Expression of Interest for direct assignment, for the acquisition under user licence, in “white-label” mode, of a digital technological platform for the performance of “voluntary multilateral offsetting” or another tool for the extinction of receivables and payables possessed by several parties on the circuit.

The undersigned (surname and first name) _____

born in _____ on _____

residing in the Municipality of _____

Province _____ Street address _____

as the _____

authorised to legally represent the company . _____

with registered office in the municipality of _____ Postcode _____

Province _____ Street address _____

Tax code _____ VAT number- VAT: _____

Tel _____ Fax _____ e-mail _____

Certified e-mail address _____

having read and accepted in full the contents of the Exploratory Notice relating to acquisition of an expression of interest for possible assignment of the service in question

EXPRESSES ITS INTEREST

in participating in the procedure referred to in Article 36 of Legislative Decree no. 50/ 2016, paragraph 2, lett. a), of Decree Law no. 76/2020 (the "simplifications decree"), converted by Law no. 120/2020, and Decree Law no. 77/2021, as subsequently amended and supplemented, and is aware that this is to be considered as a simple expression of interest and does not constitute a commitment, either for the undersigned or for the customer.

To this end, pursuant to Articles 46 and 47 of Italian Presidential Decree no. 445/2000, as subsequently amended and supplemented, aware of the penalties envisaged by Article 76 of said Italian Presidential Decree no. 445/2000, for cases of falsification of documents and untrue statements contained therein [for bidders not resident in Italy, it will be necessary to provide appropriate equivalent documentation based on the legislation of the State of origin, in which the bidder or its representative, accepting full liability thereon, issues the representations listed here below]:

REPRESENTS

1. its head office and operating unit are located in the European Union;
2. it possesses the professional eligibility (registration on the Companies Register, ATECO [economic activity] codes, registration with professional associations, application of the industry CCNL [National Collective Employment Contract]).
3. it satisfies the economic and financial standing requirements and, in this regard, attaches the documentation referred to in Art. 6 of the Exploratory Notice;

- 4. it satisfies the technical and professional capability requirements for performance of the project, with specific reference to experience in the management of Fintech platforms.

ALSO REPRESENTS THAT

it wishes to receive all communications relating to this matter at the following addresses:

Name _____

Telephone _____

e-mail _____

Certified e-mail (PEC) _____

Date _____ Signature of the legal representative _____

Attach:

- 1. Photocopy of the signer's valid identity document;
- 2. *Anti-pantouflage* declaration

**REPRESENTATION ON CONFLICT OF INTEREST
AND ANTI-PANTOUFLAGE CLAUSE**

The undersigned First name _____ Surname _____

born in [place of birth] _____ on _____

Tax code _____ residing in _____ (indicate country
of residence)

Street address _____ n° ____ Town _____

Postcode _____ Province _____

AS THE LEGAL REPRESENTATIVE

in office since _____ of the company

legal form _____, with registered office at [street address]

n° _____ postcode _____ Town _____ Province _____ Country

HAVING VIEWED:

- ✓ Law no. 190 of 6 November 2012, on “Provisions for the prevention and elimination of corruption and illegality in the public administration”, as subsequently amended and supplemented, and particularly Article 1, paragraph 9;
- ✓ Italian Presidential Decree no. 445 of 28 December 2000, the “Consolidation Act of legislation and regulations on administrative documentation”, as subsequently amended and supplemented;
- ✓ Umbria Regional Council resolution no. 1214 of 16 December 2020, on “Adoption of the Three-year Plan for Prevention of Corruption and the Three-year Plan for Transparency and Integrity for the years 2021-2023”;

REPRESENTS

pursuant to articles 46 and 47 of Italian Presidential Decree no. 445 of 28/12/2000, aware of the penalties envisaged, in the case of fraudulent statements and falsification of documentation, referred in in Article 76, and also aware that, in the case of fraudulent statements and falsification of documentation, the company _____ will be excluded from the assignment to which this expression of interest relates

- ✓ that **THERE ARE NO** blood relatives or in-laws to the second degree or conjugal relationships with executive managers, managers or employees of Gepafin S.p.A., in which case the data below is not being filled out, or that **THERE ARE** blood relatives or in-laws to the second degree or conjugal relationships with executive managers, managers or employees of Gepafin S.p.A., and specifically with:

First name _____ Surname _____

Family relationship _____

First name _____ Surname _____

Family relationship _____

First name _____ Surname _____

Family relationship _____

Undertakes promptly to communicate any intervening change in said blood, in-law or conjugal relationships.

Furthermore, in implementation of the provisions of Article 53, paragraph 16-ter of Legislative Decree no. 165/2001, introduced by Law no. 190/2012 (activity subsequent to termination of the employment relationship – **pantouflage or revolving doors**):

REPRESENTS

pursuant to articles 46 and 47 of Italian Presidential Decree no. 445 of 28/12/2000, aware of the penalties envisaged, in the case of fraudulent statements and falsification of documentation, referred in in Article 76, and also aware that, in the case of fraudulent statements and falsification of documentation, the company _____ will be excluded from the bidding procedure to which this expression of interest relates

- ✓ that no assignments have been granted or subordinate employment or freelance employment contracts have been signed with former employees of Gepafin S.p.A. in the three years subsequent to termination of that relationship, if, in exercising their powers of authority or negotiation, they have performed, in the last three years of service, activities of which the applicant was the recipient.

_____, on ___/___/___

The Declarant