

GENERAL CONDITIONS
FOR THE SALE OF TICKETS AND PRODUCTS

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Art. 1

Introduction and Scope of Application

1.1 These General Conditions regulate the relationship between the distributor Trenitalia S.p.A. (hereinafter “**Trenitalia**”) and the company (hereinafter “**Contractor**”) that accepts to co-operate with the latter – as member of its Distribution Network – in the distribution of Tickets and Products of the carrier Trenitalia or of other Partners.

Art. 2

Definitions

2.1 The following definitions are used in these General Conditions and in the relations between the Parties, in either the singular or the plural form:

Affiliate: a third party, other than the Subcontractor, connected in any way to the Contractor, to whom the latter entrusts - subject to Trenitalia's express written authorisation - on a temporary or permanent basis, the promotion and/or online advertising of the services offered on the Contractor's distribution technological platform.

Ticket (Materialized/Paper Coupon or dematerialized/Ticketless coupon): Ticket or other document, including the combined/global ticket, issued - through the Sales System enabled by Trenitalia - by the Contractor or its Sub-contractor in electronic or paper format, which entitles the purchaser to use the services of the carrier Trenitalia or other Partners. For some tickets issued electronically, paper coupons may need to be issued.

Upload: entry in the Sales System enabled by Trenitalia of all data relating to the Paper coupons and Travel memo coupons constituting the Stock provided by Trenitalia.

Customers: individuals requesting the services of the Contract from the Contractor.

Corporate Travel Triangolare Customers: a specific segment of customers consisting of companies that have signed a commercial agreement with Trenitalia granting special discounts on the purchase of Tickets for the business trips of employees, associates and consultants, when using an identification code to be entered in the Trenitalia authorised sales system by the Contractor.

General Conditions: these General Conditions for the sale of Tickets and Products of the carrier Trenitalia or of other Partners.

General Conditions of Transport: a set of rules and regulations that apply to passenger rail transport services provided by Trenitalia at regional, national and international level, limited to routes within Italy and, as far as applicable, to routes outside Italy

Contract: the contractual relationship between Trenitalia and the Contractor for the sale - by the latter - of Tickets and Products of the carrier Trenitalia or of other Partners is governed by these General Conditions, the Membership Proposal and the Remuneration Table.

Agency commission: a specific fee that the Contractor may request directly from the Client to perform certain services.

ID-Entitlement: code generated by the Booking System and transferred to the Sales System for subsequent issue, which uniquely identifies the Tickets and Products purchased.

Parties: Trenitalia and the Contractor.

Partner: company that has appointed Trenitalia to sell its Tickets and Products under specific agreements.

PEC: acronym that stands for certified email

POS: acronym for “Point of Sale”, a tool allowing the purchase of Tickets and Products using a payment card, with which Customers can pay Trenitalia directly for the Tickets and Products issued through the Sales System

Posto Click: service that allows to book Tickets on Trenitalia’s Site, using the methods set out by Trenitalia.

Product: goods and services, including third parties partners’, other than Tickets, inserted in the Sales System authorised by Trenitalia for subsequent issue by the Contractor.

Partnership Proposal: application to enter into the Contract, sent by the Contractor through any means and according to the indications that Trenitalia provides to the Contractor

Point of Sale: space used for the activity/website/application used by the Contractor, helped by possible Sub-contractors and/or Affiliates authorized by Trenitalia, anywhere in the world, for the performance of the Contract.

Distribution Network: all the distribution channels Trenitalia uses to sell Tickets and Products, including the Contractor.

Stock: quantity of paper coupons or coupons for printing travel memos provided by Trenitalia to the Contractor.

Booking system: hardware, software and computer applications that make up the inventory accessible electronically through the Sales System, allowing the Contractor to manage information, sales and accounting data as well as the acquisition of further information for the performance of sales activities of Tickets and Products of the carrier Trenitalia or of other Partners.

Reporting System: Trenitalia's software connected to the Sales System and/or the Booking System containing all the accounting information regarding the Contract.

Sales System: hardware, software and computer applications that constitute the technological distribution platform enabled by Trenitalia to carry out the sale of Tickets and Products.

Site: Trenitalia’s website at www.trenitalia.com.

Subcontractor: third party appointed by the Contractor, with the express written authorisation of Trenitalia, to perform part of the task covered by the Contract, including both the promotion and the sale of Tickets and Products.

Contractor's Remuneration Table: Table issued by Trenitalia for calculating the commission paid to the Contractor.

Paper coupon: Coupon with a typographic guaranteed background (so-called ATB) used to issue the Ticket in paper format through the Sales System.

Travel memo coupon: Coupon issued in rolls (so-called K3) used to issue the travel memo through the Sales System. The coupons are printed according to the type of Ticket or Product requested and have a variable duration.

Ticketless: Method of issuing Tickets and Products that do not require the issue of Paper coupons.

Art. 3

Description of the Contractor's activities and obligations

3.1 By entering into the Contract, the Contractor agrees to:

- a. promote and advertise the services offered by Trenitalia or other Partners to Customers, by any means permitted by its sales organisation, by distributing the advertising material provided by Trenitalia itself, both in paper and electronic format. The activities referred to above also include, but are not limited to, promotion and advertising on the Affiliate's platforms, through which customers are redirected to the Contractor's portals for sale purposes
- b. assist Customers in choosing the Ticket or Product that best suites their needs by providing all the necessary information, including - as far as Tickets are concerned - the compulsory information pursuant to Article 8 of EC Regulation 1371/2007 and all further information deemed

- useful by Trenitalia, including the rules relating to the methods of reimbursement and payment of the indemnities provided for by the aforesaid Regulation, in formats accessible to disabled persons or persons with reduced mobility, before and during the journey;
- c. sell the Tickets and Products using the Sales System, verifying, prior to the issue, that the Customer is entitled to use the Ticket or Product requested on the basis of the regulations, the terms and conditions of sale and the General Conditions of Transport and then issuing the Ticket in paper coupon, Travel memo coupon or Ticketless, depending on the method chosen, following the procedures and rules set out by Trenitalia;
 - d. provide Customers with the information necessary for correctly using the Tickets and the Products purchased.
 - e. change bookings, replace or refund Tickets and Products issued by the Distribution Network, where permitted by the regulations communicated by Trenitalia by means, the General Conditions of Transport and the Sales System used by the Contractor;
 - f. have its personnel responsible for carrying out the activities referred to in the Contract attend the training courses organised by Trenitalia;
 - g. install the Sales System on its own hardware devices according to the instructions provided by Trenitalia;
 - h. request prior authorisation from Trenitalia for any intervention on the Sales System, even in case of replacement of hardware devices;
 - i. request and collect payment from Customers, for the sale of Tickets and Products, of an amount not exceeding the price indicated by Trenitalia, or resulting from the Sales System, in addition to what is allowed by art. 8 below. The amounts to be collected also include the amounts due for the purchase of the Ticket through the Posto Click service;
 - j. in compliance with the terms and conditions in art. 12 below, pay Trenitalia the amounts resulting from the sale of the Tickets and the Products collected by the Contractor and not credited directly to Trenitalia through the bank circuits authorised by Trenitalia itself for Customer payments;
 - k. notify Trenitalia by any means of suspensions of its activity that last for a period longer than 15 (fifteen) days;
 - l. notify Trenitalia in writing of changes to the Contractor's ownership and corporate structure, enclosing a copy of the supporting documentation, within 15 (fifteen) days of completion;
 - m. comply with the provisions of articles 27, 28 and 29 of these General Conditions;
 - n. comply with any procedure, instruction, rule, regulations, etc., sent by Trenitalia by any means;
 - o. comply with the regulations issued by Trenitalia regarding the issue of Tickets and Products;
 - p. carry out all preparatory, consequential and related activities related to the above commitments.
 - q. return, upon termination for any reason whatsoever of the effects of the Contract, any Stock or any other property of Trenitalia, removing all signs, glass adhesives, or logos provided for the performance of the activities referred to in the Contract.
 - r. The Contractor undertakes to scrupulously observe the regulations applicable to the sales activities regulated by the Contract, hereby guaranteeing their exact and complete compliance. Specifically, when using Trenitalia's physical and/or virtual POS, or Trenitalia's payment gateways, the Contractor declares that he/she assumes, at his/her own exclusive expense, any burden and liability regarding the transactions covered by this Contract (such as, merely by way of example and without limitation, verification of the actual ownership of the credit cards used by the Customer), including those made through digital payments and/or with electronic money;
 - s. With regard to the provisions of letter q) above, the Contractor undertakes to indemnify and hold Trenitalia harmless from any claim, action and/or damage, including requests for reimbursement of payments credited directly to Trenitalia, which may be brought against the latter by third parties - these also include the holders of the payment instruments and/or their credit institutions - for any reason and/or cause whatsoever, for facts and acts related to the improper, illicit and/or fraudulent use of payment instruments for the purchase of Trenitalia Tickets and Products;
 - t. Without prejudice to any further legal remedy, should the amount relative to the purchase of the Tickets and Products be returned to third parties through Trenitalia's physical and/or virtual POS

or through Trenitalia's payment gateways, Trenitalia has the right to request that the amount be refunded to the Contractor who must immediately return it to Trenitalia. For this purpose, Trenitalia may withhold said amount from any payments due to the Contractor under this Contract or may use any other method deemed most appropriate.

Art. 4 **Sales Points**

4.1 The Contractor is obliged to inform Trenitalia of the exact location of the Point of Sales where it intends to carry out the activities as mentioned under the General Conditions, including websites and applications for technological platforms.

4.2 Each Point of Sales must satisfy, for the whole duration of the Contract, the requirements provided for by applicable laws in accordance with the procedures for carrying out the activities, including – for the Points of Sales located in commercial buildings – those related to accident prevention.

4.3 Activities falling under the General Conditions must be carried out throughout the whole duration of the Point of Sale's opening hours. Timetables must be adequately displayed so that Customers may be duly informed.

4.4 The Contractor must communicate its working hours to Trenitalia.

4.5 The Points of Sales must display, in a clear and visible way, the signs provided by Trenitalia indicating that Tickets and Products are sold on behalf of and for Trenitalia and/or its Partners.

4.6 Should the Contractor intend to transfer the Point of Sales, it must send a specific written communication to Trenitalia by email, with at least 15 (fifteen) days prior notice from the date of the commencement of the activity;

4.7 Should the Contractor intend to carry out the activity in further Points of Sales, it must send Trenitalia a specific communication in writing, in order for a contractual amendment to be processed.

Art. 5 **Controls and inspections**

5.1 Trenitalia reserves the right to carry out inspections, at any time, so as to ascertain the Contractor's compliance with the obligations provided for by the Contract.

5.2 The Contractor is obliged to provide all necessary cooperation.

5.3 The Contractor is not entitled to any sort of payment by Trenitalia, not even as a form of expense reimbursement, for the cooperation provided during inspections of any kind.

Art. 6 **Booking System, Sales System and Accounting System**

6.1 For the sales activities regulated by the Contract, Trenitalia shall provide the Contractor, in accordance with the provisions of the regulations on the protection of personal data, with nominative and non-transferable credentials for telematic access to the Booking System - through the Sales System - and the requirements for the use and exchange of all information, sales and accounting data as well as any other information necessary or useful for the execution of the Contract. Through this telematic access, the authorised Points of Sales are able to acquire the requested Tickets and Products' *ID-Entitlement*, thereby proceeding to their issuance through the Sales System.

6.2 As regards sales reporting activities, the Contractor is obliged to use the Accounting System provided by Trenitalia.

6.3 Trenitalia always retains the right to modify, in whole or in part, the Sales System and the Accounting System in relation to the evolution of technology. In said case, in order to enable the Contractor to make the necessary adjustments, the new technical requirements and associated access methods will be communicated in advance by issuing new credentials where necessary, together with the necessary rules and security measures. The Contractor is required to ensure and

guarantee the requested adjustments also with reference to its own technological equipment and associated links prior to any change becoming operational.

Art. 7

Commission

7.1 For the sale of the Tickets and Products, as well as for the performance of the activities specifically provided for, Trenitalia shall pay the Contractor a commission (net of VAT), calculated in accordance with the Contractor's Remuneration Table. This commission is calculated as a percentage of the value of the Tickets and Products sold by the Contractor, to be calculated in accordance with the Accounting System. Trenitalia will not pay any commission related to cancelled Tickets (Paper coupon or ticketless)

7.2 Commission will be paid in the manner established by Trenitalia.

7.3 The commission is subject to VAT according to the tax laws in force.

7.4 The invoice for the commission shall be filled in and issued electronically by Trenitalia in the name and on behalf of the Contractor on the basis of a specific mandate signed by the Contractor himself and containing the authorisation to issue and transmit the invoice in question on their behalf to the Interchange System (SdI) of the Tax Office, in accordance with the tax legislation in force and as set out in the Accounting Instructions, in which, in particular, the numbering range to be attributed to the invoices shall be indicated. The Contractor must comply with the above mentioned. Accounting Instructions, which will be provided separately and are an integral part of this contract.

7.4 Bis Should the Contractor decide not to authorise Trenitalia to carry out the operations referred to in the previous point (7.4), the payment of the commission shall not be made in the manner provided for in Article 12.3 below (financial deduction by the Contractor) but shall be paid by Trenitalia within the month following receipt of the invoice issued by the Contractor.

7.5 If the Contractor is excluded from the obligation of electronic invoicing under the legislation in force (e.g. contractors who have opted for the adoption of the flat-rate scheme pursuant to Article 1, paragraphs 54 to 89, of Law No. 190 of Law no. 190 of 23 December 2014 or of the system of advantage pursuant to Article 27, paragraphs 1 and 2, of Decree-Law no. 98 of 6 July 2011, converted, with amendments, by Law no. 111 of 15 July 2011) the invoice shall be issued by the Contractor in "paper" format and the conditions set out in Article 7.4.bis above shall apply. To this end, the Contractor shall attach to the contractual documentation a special declaration indicating the tax regime to which it belongs.

7.6 Should the registered office of the company be outside the Italian territory, a self-invoicing procedure is set up by Trenitalia.

Art. 8

Agency Fee

8.1 The Contractor has the right to directly request a specific fee from Customers in the form of Agency Fees.

8.2 The Contractor is obliged to inform Customers in advance, in a clear and adequate manner, that Agency Fees are to be paid for the specific activity requested, for the service, or where applicable, including for the simple conclusion of the purchase.

To this end, the Contractor must make a specific list available for Customers showing the amounts provided for as Agency Fees distinguished by each type of activity, service and, where applicable, including for the simple conclusion of the purchase.

8.3 The payment of Agency Fees must be documented through a specific separate receipt.

Art. 9

Posto Click

9.1 The Posto Click system, where available, provides for the Contractor to collect, in accordance with specific operational indications supplied by Trenitalia in this regard, the Customers' Ticket price and additional fee.

9.2 This additional fee is established by Trenitalia, which reserves the right to modify it during the Contract's validity period, by means of a written communication. Upon the entry into force of these General Terms and Conditions, the additional fee shall amount to €1.50 (Euros one/50), VAT included. From this amount, the Contractor shall withhold a fee for the collection service of €1.00 (Euros one/00), VAT included, for each transaction concluded. The amounts collected by the Contractor for carrying out the collection service as mentioned under the "Posto Click" system, do not give rise to the right to the payment of commissions as mentioned under Art. 7 but contribute towards establishing the amounts to be guaranteed with a guarantee.

Art. 10 Guarantee

10.1 Trenitalia reserves the right, depending on the Sales System and the sales method chosen by the Contractor, to request a guarantee (cash deposit/bank guarantee), for the precise fulfilment of the obligations undertaken with the Contract for its entire period of validity. If requested by the Contractor and subsequently approved by Trenitalia, it is possible to provide a single guarantee for the exact fulfilment of the obligations assumed under more than one Contract, signed by the same Contractor and governed by these Conditions, for the entire period of validity of the same. Trenitalia must receive this guarantee by no later than 60 (sixty) days from the date of Trenitalia's acceptance of the Partnership Proposal, with no possible delay. In this case, the Contractor undertakes to provide a surety on first request, issued by a leading Bank or Insurance Agency (that has been approved by Trenitalia), or other form of guarantee in any case in favour of Trenitalia, to the extent communicated by the latter. The amount of the guarantee is calculated as a percentage rate that shall not, in any case, be less than 6% of the proceeds collected by the Contractor during the previous year, net of the amounts paid directly to Trenitalia through bank systems (e.g. POS), on the basis of the results of economic and financial analyses carried out by a rating company on behalf of Trenitalia. In case of new contractors for which it is not possible to refer to the proceeds of previous years, the guarantee for the first year shall refer to a value of annual proceeds established by Trenitalia.

10.2 Should the guarantee, calculated in accordance with the previous paragraph, turn out to be higher than 100.000 (one hundred thousand/00) Euro, the Contracting Party, with its registered office in Italy, has the right to request from Trenitalia a reduction in the amount, agreeing with Trenitalia a more frequent payment of the earnings, but in any case adequate to cover Trenitalia's credit risk.

10.3 The guarantee must have the characteristics in use at Trenitalia and must be provided according to Trenitalia's requirements.

10.4 In the fourth quarter of each year, Trenitalia reserves the right to re-evaluate the adequacy of the guarantee presented by the Contractor, based on its economic and financial situation and/or the income received by it through the Sales System in the previous 12 (twelve) months. Should the income result in an increase equal to or greater than 10% compared to the previous period, Trenitalia reserves the right to proportionally adjust the amount of the guarantee for the remaining period of validity of the Contract, except in cases where the adjustment amount is equal to or less than 10% of the existing guarantee amount or equal to or less than € 2,000 (two thousand). The adjustment must be made within 60 (sixty) days from the date of Trenitalia's request.

10.5 Trenitalia reserves the right to request from the Contractor, at any time, an increase in the amount of the guarantee, if the Contractor's economic and financial situation deteriorates or if there is a significant increase in income that is not covered by the existing guarantee.

10.6 At the end of each year, the Contractor has the right to ask for the amount of the guarantee to be verified.

10.7 Should proceeds, interest on arrears, penalties as mentioned under Art. 18 not be paid or should any other payment obligation toward Trenitalia be violated, the latter shall liquidate the

guarantee in the amount corresponding to what is due, it being understood that the Contractor has the obligation to replenish it within the terms that shall be indicated.

10.8 The guarantee shall be released, in a single payment, after the Contractor's full payment of all debts arising from the execution of the Contract.

10.9 Should the Contracting Party make use of technological platforms for the management of settlement payment transactions and amounts due according to these General d Conditions, a guarantee may be required or reviewed, if already provided.

Art. 11

Stock and Storage

11.1 This article applies to Contractors whose Sales System provides for the possibility of using Coupons for the issue of Tickets and Products. Trenitalia, in accordance with its own procedures and rules, shall deliver at its own care and expense, upon specific request, a Stock quantity of paper coupons (ATB) and travel memos coupons (K3), which the Contractor is obliged to enter immediately into the Sales System. At the Contractor's request, Trenitalia shall replenish the initial Stock provided, where necessary. At least 15 (fifteen) days must pass since the last delivery before the Stock can be replenished. Supplies requested prior to this deadline may be charged to the Contractor.

11.2 Trenitalia shall deliver the paper coupons requested by the Contractor needed to replenish the Stock within 5 (five) working days from Trenitalia's authorisation to supply, after verifying the actual quantity of Tickets sold in the period.

11.3 The transport document accompanying the package must indicate the effective delivery of the same package to the Contractor's representative, who, besides signing the same transport document upon receipt, must also specify his/her personal details and specific role.

11.4 Any complaints concerning the integrity of the package must be filed by the Contractor upon receipt of the package exclusively through a note on the transport document's margin. In this case, the Contractor can refuse to accept the delivery of the package and re-send the package back to the sender, keeping a copy of the transport document with the note explaining the reasons for refusing the package and informing Trenitalia immediately.

11.5 On accepting the package, the Contractor, within a peremptory deadline of 2 (two) working days following the date of receipt and on penalty of loss of right, is entitled to send observations to Trenitalia on the content of the package; Trenitalia, on carrying out the necessary controls, shall follow up with appropriate operational information with reference to the observations received.

11.6 Once the peremptory deadline referred to in the preceding paragraph has expired with no issues, the Contractor is obliged to carry out the Upload of paper coupons (ATB) and travel memos coupons (K3), always by means of the above-mentioned computerised supply management procedure. The Contractor shall remain liable pursuant to what is provided for by these General Terms and Conditions and without the possibility of subsequent claims.

11.7 Any delay in the Upload of the paper coupons (ATB) and travel memos coupons (K3) shall give Trenitalia the right to impose the penalty as mentioned in the following Art. 18, paragraph 2.

11.8 The Contractor undertakes to safeguard the Stock delivered and all the accounting documents provided for by the regulations issued by Trenitalia with the utmost diligence by taking all necessary precautions. It is forbidden to transfer the Stock provided by Trenitalia to third parties.

11.9 In particular, the Contractor shall be responsible for any shortfall. The Contractor must therefore notify Trenitalia within three days of becoming aware of any shortfall in the coupons, providing any related evidence available. In the absence of such evidence, the Contractor shall pay the amount of €50.00 (fifty/00) for each missing paper Coupon (ATB) and for each roll of the travel memos coupons (K3).

Art. 12

Payment of proceeds

12.1 The Contractor undertakes to pay Trenitalia the proceeds collected from the sale of Tickets and Products, with the exception of those already paid directly to Trenitalia through bank systems usable for Customers' payments.

12.2 The proceeds to be paid for the sale of Tickets and Products are indicated by the Accounting System.

12.3 The payment, after the deduction of commissions that are withheld directly by the Contractor, must be carried out according to the procedures established by Trenitalia and/or in the Partnership Proposal.

Art. 13

Interest on arrears

13.1 In case of delayed payment of the proceeds deriving from the sale of Tickets and Products with reference to the essential terms provided for in the Contract, should said payment be deferred as regards sales, the Contractor must pay Trenitalia interest on arrears, unless it is able to demonstrate that it is not responsible for the fact. Said interest on arrears shall be aligned to the rate established by applicable laws to safeguard competition and market protection, implementing Community Directives regulating the matter: the interest for late payment shall be calculated according to the provisions of Art. 5 of Legislative Decree No. 231 of 09/10/2002 and charged to the Contractor annually.

Art. 14

Accounting

14.1 For the management of accounting, the Contractor must make use of the Accounting System and comply with the accounting rules established by Trenitalia.

14.2 Trenitalia has the right to verify the Contractor's compliance with the accounting rules as mentioned under the previous paragraph within 3 (three) years from the date of receipt of the accounting documentation.

14.3 Should a discrepancy be found between the Contractor's and Trenitalia's accounting results, the Parties shall jointly carry out the necessary checks so as to arrive at shared accounting results within 30 (thirty) days from Trenitalia's notification of the irregularity. Upon expiry of this period, should the Parties not have arrived at shared accounting results, the Contractor must pay Trenitalia the amounts due according to the latter's accounts, without prejudice to the right to the repayment of sums that were unduly paid.

Art.15

Trenitalia's obligations

15.1 Trenitalia must provide the Contractor with:

- a. The information necessary to fulfil the Contract;
- b. The Stock, as requested.

Moreover, Trenitalia undertakes to:

- a) Communicate, on its websites, the occurrence of events of particular gravity (such as, by way of example, railway personnel strikes and accidents) that alter the regular railway service;
- b) Communicate, with due notice, variations in the offer on one or more specific routes;
- c) Organise free training courses necessary for the training and updating of sales personnel;
- d) Insert the Contractor's name in the Distribution Network list, which Trenitalia undertakes to publish on its own information channels for Customers, taking care to update the relative identification data based on the information provided by the Contractor.

Art. 16

Transfer, Subcontracting and Affiliates

16.1 It is expressly forbidden for the Contractor to transfer the Contract in whole or in part, even temporarily.

16.2 The Contractor can partially subcontract the remit that is the object of the Contract, upon Trenitalia's express written authorisation. To this end, the Contractor must send Trenitalia a specific written request, annexing the possible documentation certifying the Subcontractor's possession of all technical and financial requirements for carrying out the activities as mentioned in the Contract.

Moreover, the request must also contain the Contractor's express obligation to keep Trenitalia duly informed, for the whole duration of the Contract, of possible changes in the Sub-contractor's above-mentioned requirements.

16.3 The Contractor may avail itself of the Affiliate's activities, subject to Trenitalia's express written authorisation. For this purpose, the Contractor must send Trenitalia a specific written request in which the description of the activities to be carried out by the Affiliate must be indicated together with any other element useful for identifying the Affiliate.

16.4 The above-mentioned authorisations do not alter in any way the Contractor's contractual obligations and responsibilities, who remains fully and exclusively liable towards Trenitalia for the correct execution of the remit assigned, also with reference to the activities carried out by the Subcontractor and/or the Affiliate.

16.5 The Contractor undertakes to obtain the Sub-contractor's written consent for Trenitalia to carry out the necessary inspections and controls so as to verify the correct execution of services under the subcontractor's remit. Failure to provide such prior written consent precludes the subcontracting.

Art. 17

Exclusive rights

17.1 The remit under the Contract is not entrusted to the Contractor exclusively. Therefore, Trenitalia has the right to sell Tickets and Products directly, or through its own Distribution Network, entrusting the same remit also to other parties operating in the same zone.

In such cases, the Contractor shall not be entitled to any right or claim.

17.2 The Contractor may, directly or indirectly, handle the business of other companies in competition with Trenitalia, it being understood that it must act with loyalty and in good faith toward Trenitalia and to safeguard the latter's interests.

Art. 18

Penalties

18.1 Trenitalia is entitled to apply a penalty in proportion to the seriousness of the breach, up to a maximum of 20% of the amount of the commission accrued in the twelve months before the event occurred, to the Contractor, in the following cases:

- a. issue of Tickets and Products in violation of the provisions, regulations and commercial rules established by any means by Trenitalia, including failure to comply with the provisions of art. 3.1, letter c;
- b. violation of the obligation to provide information to customers pursuant to art. 3.1 letter b;
- c. violation of the obligations set out in letter i, n, o, r, s, t, of art. 3.1 and paragraphs 2 and 3 of art. 8;
- d. delayed or irregular payment of the sums due to Trenitalia;
- e. shortfall or other irregularity found in the accounts;
- f. use of trademarks, logos, symbols, photos, images, names, themes of Trenitalia, of companies belonging to the Ferrovie dello Stato Italiane Group or of other Partners in violation of the provisions of art. 26, paragraphs 1 and 2.

18.2 Should the Contractor not comply with the obligation to carry out the Upload of the Stock within the timeframe laid down in the preceding Art. 11, Trenitalia reserves the right to impose a penalty of €6.00 (Euros six/00) for each day of delay.

18.3 Trenitalia, upon verifying the above-mentioned violations, shall immediately impose the aforementioned penalties, and shall notify the Contractor by means of PEC or registered letter with advice of delivery, anticipating it by e-mail. The Contractor, within 3 (three) working days from the date of receipt of the above-mentioned notification, may provide Trenitalia with opportune justifications, which if deemed valid by Trenitalia, shall be sufficient to re-establish the ex ante situation, through Trenitalia's cancellation of the penalties imposed.

18.4 The total penalty amount shall not, in any case, exceed 20% (twenty percent) of the amount of commissions accrued in the year prior to the one in which the last event that gave rise to the application of penalties occurred. In the case of new contractors, for which it is not possible to refer to commissions accrued during the previous year, the maximum amount of applicable penalties for contractual violations may not exceed Euros 5,000.00 (five thousand/00).

18.5 This is without prejudice to the right to compensation for any further damages.

Art. 19

Interruption of Sales System connection

19.1 Without prejudice to the provisions of art. 18 above regarding the application of penalties, Trenitalia shall also have the right to prevent the Contractor from connecting electronically to the Sales System:

- a. for breach of the obligations laid down in art. 3.1 letters b, c, d, e, h, i, m, n, o, r, s, t;
- b. in the event of a delay of more than 3 (three) days in the payment of the sums collected with respect to the deadlines set by Trenitalia;
- c. in the event of non-payment of the amounts due as a penalty;
- d. upon the occurrence of any of the events indicated in art. 20 below;
- e. in the event of failure to provide or adjust the guarantee within the terms set out in art. 10.4;
- f. for use of trademarks, logos, symbols, photos, images, names, themes of Trenitalia, of companies belonging to the Ferrovie dello Stato Italiane Group or of other Partners in violation of the provisions of art. 26, paragraphs 1 and 2.

19.2 The restriction shall become effective after Contractor is specifically notified by means of PEC or registered letter with advice of delivery, anticipated by e-mail, sent pursuant to the following Art. 25, paragraph 3. Links shall be re-established starting from the day after the date that Trenitalia confirms that the breach has ceased, with the exception of those cases in which the breach resulted in the rescission of the Contract.

Art. 20

Express termination clause

20.1 The Contract shall be automatically terminated under art. 1456 of the Italian Civil Code, in any of the following cases:

- a. breach of the obligations laid down in art. 3.1, letters b, c, d, e, h, i, m, n, o, r, s, t;
- b. imposition of penalties in excess of the provisions of art. 18, paragraph 4;
- c. omission or delay in the payment of the income earned occurred for at least 3 (three) times, even if not consecutive, during the duration of the Contract;
- d. violation, for at least 3 (three) times even if not consecutive during the duration of the Contract, of the obligations provided for by the accounting rules issued by Trenitalia pursuant to art. 14;
- e. violation, for at least 3 (three) times, even if not consecutive during the duration of the Contract, of the obligations set out in art. 11;
- f. sub-contracting without the authorisation of Trenitalia referred to in art. 16;
- g. violation of the prohibition on the transfer of receivables laid down in art. 23;

- h. breach of the obligation of confidentiality laid down in art. 24;
 - i. placing of the Contractor in bankruptcy or other insolvency proceedings;
 - j. breach of the obligation to act loyally and in good faith towards Trenitalia;
 - k. use by the Contractor of trademarks, logos, symbols, photos, images, names, themes of Trenitalia, of companies belonging to the Ferrovie dello Stato Italiane Group or of other Partners in violation of the provisions of art. 26, paragraphs 1 and 2.
 - l. breach of obligations under art. 27;
 - m. failure to provide or adjust the guarantee within the agreed terms referred to in art.10;
 - n. failure to authorise the debiting of the Contractor's current account with the amount owed to Trenitalia by way of payment of income or revocation of such authorisation referred to in art.12;
 - o. breach of obligations under art. 8;
 - p. the persistence for more than 30 (thirty) days of the conditions that led to the denial of the electronic connection referred to in art. 19 letters a and b above;
 - q. failure to comply with the provisions of art. 28;
 - r. failure to comply with the provisions of art. 29.
 - s. transactions with Entities that can be traced back to countries subject to restrictive measures, in the light of the requirements of Italian and European legislation for the fight against criminal phenomena such as money laundering and the financing of international terrorism.
- 20.2** The decision to make use of the express rescission clause shall be communicated by means of PEC or registered letter with advice of delivery, anticipated by e-mail.

Art. 21

Duration, renewal and entry into force

21.1 The Contract shall be effective from the date on which it is signed up to the fourth year following its conclusion. At the end of the fourth year, it shall be tacitly renewed from year to year, for a maximum of 2 (two) years, unless terminated by Trenitalia by PEC or by registered letter with return receipt at least 30 (thirty) days prior to its expiry.

Art. 22

Unilateral change of the General Conditions, Escape clause

22.1 The Parties expressly agree that Trenitalia has the right to unilaterally modify - at any time and at its own discretion - these General Conditions by giving specific notice to the Contracting Party in accordance with the procedures in use.

22.2 In view of the provisions of the preceding paragraph, the Contractor can withdraw from the Contract where it does not accept the changes possibly made by Trenitalia to these General Conditions. Withdrawal must be communicated to Trenitalia by means of PEC or, in case the registered office of the Contractor is outside Italy, by registered letter with advice of delivery within 30 (thirty) days from the notification to the Contractor of the changes made in accordance with the procedures in use.

22.3 Regardless of the above, each Party may withdraw from the Contract with at least 30 (thirty) days' notice. The withdrawal must be communicated by the party that intends to exercise this faculty by certified e-mail or, if the registered office of the Contractor is outside Italy, by registered letter with proof of receipt.

22.4 In case of withdrawal, Trenitalia shall only pay the Contractor the commission accrued up to the effective date of withdrawal.

Art. 23

Non-transferability of credits

23.1 Credits deriving from contracts entered into with the companies of Gruppo Ferrovie dello Stato Italiane may be the object of transfer or delegation or mandate for collection or any other provision (in this Article called "Transfer") in favour of Fercredit Servizi Finanziari S.p.A. – a

company of the Gruppo Ferrovie dello Stato Italiane, or to bank and financial intermediaries authorised and monitored by Banca d'Italia.

23.2 Within 20 (twenty) days from receiving the notice of the Transfer, the Gruppo Ferrovie dello Stato Italiane company concerned can submit an explicit reasoned refusal. In any case, the Gruppo Ferrovie dello Stato Italiane company that has been notified of the Transfer can submit to the transferee all the objections raised against the transferor on the basis of the Contract entered into with the same.

Art. 24

Confidentiality clause

24.1 The Contractor undertakes to observe and to oblige its personnel to observe, as well as any possible Subcontractors and Affiliates, the obligation of confidentiality on all the information provided by Trenitalia during the execution of the Contract.

The Contractor, therefore, shall not disclose such information and shall guarantee the utmost confidentiality toward third parties concerning data, information, knowledge, documents as well as studies, processing or analyses of which it has become informed during the performance of activities under the Contract. Furthermore, the Contractor undertakes to guarantee the correct custody of the information provided by Trenitalia and to allow access to the same only and exclusively to the subjects directly involved in the execution of the Contract.

24.2 The Contractor undertakes to comply with this obligation for the whole duration of the remit and including after the expiry of the Contract, until such time as the said information becomes public domain.

Art. 25

The Parties' domiciles and Communications

25.1 Unless otherwise provided for by contract, the Parties' legal domicile shall electively be established at their respective registered offices.

25.2 The Contractor undertakes to provide Trenitalia with all the information requested for the Contract's activation (such as for example, its fiscal domicile, its fiscal identification code, etc.). Any changes must be promptly communicated to Trenitalia in the manner specified in the following paragraph 3.

25.3 Communications, unless specific submission procedures are expressly indicated within these General Conditions, must be sent via e-mail to the address indicated in the Partnership Proposal and are understood to be received and acquired the moment they arrive at the afore mentioned address.

25.4 To this end, the Contractor undertakes to communicate its e-mail address and any possible subsequent changes to it.

25.5 The Contractor also undertakes to regularly check the e-mails sent by Trenitalia and to keep its e-mail box in a state of efficiency, so as to allow the regular inflow and outflow of e-mails. It is understood that, in any case, communications must be carried out using suitable methods to ensure the integrity of the data transmitted, as well as, where necessary, their confidentiality and/or secrecy.

Art. 26

Trademarks, distinguishing marks

26.1 The Contractor, except as provided for in art. 3.1 letter a and art. 4.5, is not entitled to use any trademark, logo, symbol, photo, image, name, theme of Trenitalia, of the companies belonging to the Ferrovie dello Stato Italiane Group and of the railway companies and Trenitalia Partner companies.

26.2 The Contractor acknowledges that they have been granted rights exclusively related to the sale of the Tickets and the Products and that they have not been granted any other right to use and exploit the trademark, logo, symbol, photo, image, name or theme of Trenitalia, the companies of

the Ferrovie dello Stato Italiane Group or other Partners: therefore, no provision of the General Conditions and of the Contract may be interpreted in a manner contrary to the above.

Article 27

Integrity clause

27.1 The Contractor declares, guarantees and ensures that in carrying out the activities covered by the Contract, including the related activities it:

1. will comply with the principles of loyalty, correctness, integrity and transparency;
2. shall operate in full compliance with all applicable laws, rules and regulations and shall not engage in any conduct that may in any way constitute the offences referred to in Legislative Decree No. 231/2001, as amended, and in any case, by way of example but not limited to, manslaughter, negligent personal injury, fraud, corporate crimes, tax crimes, money laundering, self-laundering, embezzlement, extortion, corruption, trafficking in unlawful market influence and other criminal offences relating to crimes against the public administration and property;
3. shall observe, ensuring compliance - following adequate disclosure - by its officers, employees, as well as agents, consultants, representatives, subcontractors and sub-subcontractors employed for the purposes of the execution of the Contract, for the entire duration of the Contract, all applicable anti-corruption laws and regulations, including, but not limited to, Legislative Decree No. 231/2001, as amended. In particular, and in accordance with these regulations, the Contractor undertakes to refrain, in the performance of activities connected with the Contract (a) from offering, promising, giving, directly or indirectly, including through a third party, money or other benefits, advantages or favours, unduly to a Public Official or a Person in Charge of a Public Service, for himself or others, or to any third party and (b) soliciting or accepting, directly or indirectly, including through a third party, offers of money or other benefits, advantages, bonuses, undue advantages, for themselves or others, from a Public Official, a Person in Charge of a Public Service or any third party.

27.2 The Contractor declares and guarantees:

(a) to have read the Ferrovie dello Stato Italiane Group's Code of Ethics available at the following website: <http://www.fsitaliane.it> on the "The Group" section, "Governance - Code of Ethics" subsection, which is an integral part of Trenitalia's Company's Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/2001 and subsequent amendments ("Model 231"), to have understood the expected ethical-behavioural principles, contents and aims and to be obliged to fully comply with the same;

(b) to have read Trenitalia SpA's Model 231, available at the following website: <http://www.trenitalia.com>, "Info and Assistance" section, "Ethics, Compliance and Integrity" area, to have fully understood the expected ethical-behavioural principles, contents and purposes and to be fully committed to fully comply with the same.

Breach of any of the ethical-behavioural principles and of the provisions contained in the Ferrovie dello Stato Italiane Group's Code of Ethics and/or Model 231, as well as failure to comply with the commitments set out in points 27.1 sub 1), 2) and 3) of this Article shall constitute grounds for the legal termination of the Contract, in accordance with and to the effects of Article 1456 of the Civil Code, to be exercised in the manner set out in Article 20 above (Express termination clause).

27.3 The Contractor acknowledges that reports relevant to the terms and effects of the 231 Model, including the Code of Ethics, and the provisions of points 27.1 sub 1), 2) and 3) must be made in the manner and via the channels indicated on the company's website in the "Ethics, Compliance and Integrity" area indicated above.

Art. 28

Transparency

28.1 The Contractor expressly and irrevocably:

- Declares that there was no mediation or other intervention by third parties for the conclusion of the Contract;
- Declares not to have paid, or promised to pay anyone directly or through associate or subsidiary companies, sums and/or other fees for intermediation or similar services and, in any case, aimed at facilitating the conclusion of the Contract;
- Undertakes not to pay anyone, on any account, sums aimed at facilitating and/or making less onerous the execution and/or the management of the Contract as regards the obligations assumed, nor, in any case, to carry out actions for the same purposes.

Should even one single declaration made pursuant to the preceding paragraph be false, or should the Contractor not comply with the commitments and obligations assumed for the whole duration of the Contract, the latter shall be automatically rescinded, pursuant to and in accordance with Art. 1456 of the Civil Code, *de facto* and due to the negligence of the Contractor who shall be liable to pay all damages arising from the rescission and cancellation from the professional register, if applicable.

Art. 29

Security of information and information systems

29.1 In compliance with the provisions of the Ferrovie dello Stato Italiane Group regarding the security of information and IT systems, the Contractor is required to ensure the security of the IT system used for the execution of the services covered by this Contract, including the related transmission, reception, conservation and electronic sharing of all documentation attributable to the execution of the Contract.

To this end, by signing this Contract, the Contractor undertakes to:

a) comply with the following essential information security controls:

1. appoint a contact person who is responsible for the coordination of information management and protection activities and computer systems;
2. identify and respect the laws and/or regulations with relevance in terms of cybersecurity that are applicable to the Contractor;
3. ensure and guarantee that all enabled devices are equipped with regularly-updated protection software (antivirus, anti-malware, etc.);
4. ensure and guarantee that the passwords are different for each account, have adequate complexity and predefined deadline so that reset becomes compulsory, and with automatic blocking procedures following repeated attempts. The use of the most secure authentication systems offered by the service provider (i.e. two-factor authentication) is also evaluated;
5. ensure and guarantee that personnel with access authorisation, be it remote or local, to the IT services have named, personal user names that are not shared with others, with access being properly protected, and that old accounts no longer in use for a long period are deactivated;
6. ensure and guarantee that all Contractor personnel and outsourcers are adequately informed and trained on the risks of cyber-security and on the practices to be adopted for the safe use of company tools (i.e. recognising e-mail attachments, using only authorised software, blocking the device in case of non-use, etc.);
7. ensure and guarantee that the initial configuration of all the systems and devices is carried out by expert personnel, responsible for their safe configuration;
8. ensure and guarantee that in case of use of web applications with access from the public network, or remote management of servers and network devices, encrypted network protocols are used (i.e. SSH, SSL);
9. ensure and guarantee that information and data are backed up periodically and that these backups are kept securely and regularly checked, agreeing that the data will be made available promptly if required;
10. ensure and guarantee that networks and systems are protected from unauthorised access through specific tools (e.g. firewalls and other anti-intrusion devices/software);

11. ensure and guarantee that all software in use (including firmware) is updated to the latest version recommended by the manufacturer;
- b) report any possible computer attack as soon as possible by contacting the number +39 3316360190, or by writing to the email address securityincident@fsitaliane.it;
- c) back-up the above IT documentation on an off-line system in order to avoid, at least, the loss of the acts and, in the case of obligations with a deadline imposed by Contract or by law, to produce the documentation within a timeframe that allows compliance with the terms of the law or contract, even in the case of an IT attack;
- d) grant access to the personnel appointed by Trenitalia so as to verify the minimum measures adopted pursuant to the previous letter a), in compliance with the legislation on the processing of personal data.

29.2 It is understood that failure to fully or partially observe even only one of the obligations listed above shall give Trenitalia the right to terminate this Contract pursuant to Article 1456 of the Italian Civil Code and, regardless of the exercise of this disposition, the right to full compensation for the damage suffered as a result of the breach.

Article 30

Protection of personal data

(Pursuant to articles 13 and 14 of European Regulation no. 679/2016)

Purposes of processing and legal basis

While carrying out the activities connected to the Easy or Full contract and its execution, Trenitalia S.p.A. will process personal data relating to the Contractor's employees and/or collaborators, which is why it undertakes to process such personal data in accordance with the provisions of EU Regulation 679/2016 and the Legislative Decree. 196/2003, as amended by Legislative Decree 101/2018, regarding the protection of personal data, as well as all laws applicable on a case-by-case basis.

Trenitalia S.p.A. undertakes to carry out the processing of personal data on the basis of the principles of correctness, lawfulness, accountability and confidentiality of the data subjects, and only and exclusively for the purposes of joining and executing this Contract (Legal basis: Contractual), as well as of any legal obligations (Legal basis: Legal).

Types of personal data

The personal data collected during the phases of joining and performing this Contract fall into the following categories:

- **Common data acquired directly by the contractor or the contractor's employees:** personal data, tax identification code, identity documents (no. driving licence/ID card/passport), contact details (certified email, email, telephone number), bank details, economic/financial data, income statement, credentials.

Your data will be processed using electronic and hard copy media in order to guarantee suitable measures of security and privacy.

Contact details of Data Controllers and DPOs

The contact details of the Data Controller and the Data Protection Officer (DPO) are:

The **Data Controller** is Trenitalia S.p.A. represented by the Chief Executive Officer, who can be contacted at titolaretrattamento@trenitalia.it with registered office in Rome, Piazza della Croce Rossa 1.

The **Data Protection Officer** can be contacted at protezionedati@trenitalia.it.

Data retention

The personal data collected within the scope of this Contract will be processed only for the period of time necessary to achieve the aforementioned purposes. If accounting and administrative requirements require it to be kept for longer periods, it will be kept for a period of time not exceeding 10 years from the expiry of this Contract.

Rights of the Data Subjects

EU Regulation 679/2016 (Articles 15 to 23) grants Data Subjects specific rights. In particular, in relation to the processing of personal data, data subjects have the right to ask for access, correction, rectification, limitation, opposition and portability; in addition, they may lodge a claim with the Supervisory Authority, which in Italy is the Data Protection Authority. In this regard, Trenitalia S.p.A. undertakes to guarantee the exercise of these rights by the data subjects.

The Contractor undertakes to inform its employees and/or collaborators, pursuant to articles 13 and 14 of EU Regulation 679/2016.

Article 31 Autonomous Data Controllers

Taking into account the opinion 1/2010 of the Working Party 29, considering that the activities provided for in this Contract involve the processing of personal data of the persons concerned, who purchase tickets from the Contractor or through the use of the Contractor's dedicated Mobile Applications, independently by Trenitalia S.p.A. (Controller 1) and the Contractor (Controller 2), the rights and obligations of Controller 1 and Controller 2 shall be governed by the Parties as provided in this Article.

1 Area of competence

The Parties mutually acknowledge that they are aware of and apply, within their organisations, all the rules in force and in the process of being issued regarding the processing of personal data, both primary and secondary, relevant for the proper management of the processing, including EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

2 Relations between autonomous data controllers

The Data Controller 2 will autonomously process the personal data of the data subjects for purposes related to the execution of this contract. The Data Controller 2, in relation to the use of the afore mentioned data within its own organisation, will therefore assume the status of autonomous "Data Controller" in accordance with article 4, no. 7) GDPR, both with respect to the Data Controller 1 and with respect to the subjects to whom the personal data processed refer.

3 Compliance with regulations

As an autonomous Data Controller, Data Controller 2 is required to comply with all relevant regulations on the protection and processing of personal data that are applicable to the relationship with Data Controller 1 under the Contract, including GDPR.

4 Security measures

In particular, the Data Controller 2 undertakes to apply suitable and adequate security measures to protect the personal data processed by it in execution of the Contract, against the risks of destruction, loss, even accidental, unauthorised access or modification of the data or processing that is not permitted or does not comply with the purposes of collection.

5 Personnel Obligations

The Data Controller 2 undertakes to ensure that access to the personal data received from the data subjects in relation to the execution of this contract is permitted only to those persons and to the extent necessary for the execution of the contract itself, and that the use of the personal data complies with the same commitments made by the Data Controller 2 towards the Data Controller 1 regarding the legal compliance of the processing and the security of the data processed.

6 Liability

Without prejudice to the liability assumed by the Data Controller 2 towards third parties and towards the Data Controller 1 as autonomous data controller for the data received from the Data Controller 1, the Data Controller 2 undertakes to indemnify and hold harmless the Data Controller 1 - for any damage, including legal costs - deriving from claims made against Data Controller 1 by third parties - including the data subjects - as a result of any unlawful or improper processing operations attributable to Data Controller 2; any economic impact of damages claimed by third parties, as a result of the processing carried out by Data Controller 2, will therefore be transferred from Data Controller 1 to Data Controller 2.

7 Data breach

The Data Controller 2 is required to immediately notify the Data Controller 1 of any unlawful processing of personal data carried out in execution of this Contract within its organisation, proceeding without delay to notify the Control Authority of the violation of personal data, in cases where such notification is due by the Data Controller, in accordance with art. 33 of the GDPR.

8 Organisation setup

The Parties reciprocally guarantee that the data processed by each of them in the execution of the Contract shall be subject to a thorough verification of compliance with the relevant regulations on the processing of personal data - including the GDPR - and they also undertake to cooperate with each other in the best possible way in the event that one of them receives requests for the exercise of the rights of the data subjects provided for in art. 12 et seq. of the GDPR or requests from the Supervisory Authorities that concern areas of processing within the competence of the other Party.

Art. 32

Disputes, jurisdiction and applicable law

32.1 Arbitration is not permitted. All disputes arising from the Contract will be referred, in any case, exclusively to the jurisdiction of the Court of Rome. The Contract and these General Conditions are governed by Italian law.

Art. 33

Expenses and taxes

33.1 The Contract shall be concluded through an exchange of letters as is customary for business which, pursuant to Article 1, par. 1, letter a) of Presidential Decree No. 131 of 26 April 1986, is not subject to fiscal registration in the case of use.

Should registration be required, the registration tax shall be borne by the Contractor which hereby consents to the prospective payment.