

**AMENDMENT TO SERVICE AGREEMENT
BETWEEN
SMARTMATIC INTERNATIONAL HOLDING B.V.
AND
WINCOR NIXDORF SRL**

This Amendment to Service Agreement - hereinafter the "Amendment" - is effective as per 1 June 2017 (the "**Effective Date**") and is by and between **Smartmatic International Holding B.V.**, (hereinafter the "**Company**") a private company with limited liability, incorporated, organized and existing under the laws of The Netherlands, having its principal place of business at Gustav Mahlerplein 25C, 1082 MS Amsterdam, The Netherlands, (hereinafter the "**COMPANY**"), and **Wincor Nixdorf Srl**, a company with limited liability, organized an existing under the laws of Italy, having its registered address at Palazzo Torricelli, Via Ludovico il Moro 6/B, 20080 Basiglio (MI), Italy (hereafter "**Service Provider**" and together with The Company referred to as the "**Parties**" and each individually a "**Party**").

WHEREAS:

- a. Parties entered into a service agreement, with an effective date of 1 December 2015 (the "**Service Agreement**");
- b. Parties orally agreed to extend the term of the Service Agreement and wish to record such extension in writing;

it is therefore agreed as follows:

CLAUSE 1

EXTENSION OF THE TERM

The Parties agree to extend the validity of the Service Agreement until 31 May 2018. Any additional extension of the Agreement shall require a written agreement signed by both Parties.

CLAUSE 2

ENTIRE AGREEMENT

The Parties agree that except for the clarifications contained herein, the Service Agreement and its clauses shall remain in full force and effect.

CLAUSE 3

CLARIFICATIONS

The following clauses are fully accepted and binding upon the Parties and shall prevail in case of any discrepancy with the clauses of the Service Agreement:


- a) The Company estimates that no more than 2% on a total of 24.700 voting machines (i.e. 494) shall have defects or malfunctions (related either to the hardware or to the software). Therefore, on the basis of such estimate, the Parties agree that the Service Provider shall not be liable and chargeable for any penalty related to delays or non



fulfillment of its contractual obligation related to any voting machine over the above mentioned limit (i.e. over 494 units).

- b) The Company shall provide the Service Provider with additional n. 1.235 voting machines (5% of the total 24.700, instead of n. 2470, originally agreed within the Service Agreement) to be used by the Service Provider as spare parts by L1 and L2 Technicians for the purpose of the Service Agreement. The Company shall supply such additional voting machines within and no later than September, 30th, 2017.
- c) Due to the commitment of the Service Provider to increase the number of L2 Technicians, from 75 to 150, the Parties agree that the Company, will pay the Service Provider an additional fee of €185.000,00 in this respect.
- d) The Company will make all reasonable efforts in discussions to be held with the Regione Lombardia and with the relevant municipal authorities, in order to ensure that the spare voting machines, delivered by Service Provider staff to at least 200 – but not more than 450 – critical voting sites, are duly received and collected at the voting site and properly stored and safeguarded against dislocation or theft by unknowns, during the electoral weekend, in particular during the night from Saturday to Sunday October 22nd, in order to be duly available to the L1 and L2 Technicians, when needed. In case of unavailability of a spare voting machine to L1 or L2 technicians, due to dislocation or theft, as indicated above, Service Provider will not be held responsible for penalties as a direct result of such unavailability.
- e) In any event, subject to all the above, the Company undertakes to provide the Service Provider, within and no later than September, 15th, 2017, with all the specifications, information and procedures related to the dispatching services together with a complete training on the use of the Company's E360 application; all such information and procedures are necessary for the correct fulfilment of the Service Provider's obligation pursuant to the Service Agreement.
- f) The Parties agree that the maximum amount of penalties chargeable to the Service Provider shall in no event exceed the 10% of the contractual fees payable pursuant to the Service Agreement; furthermore, Parties agree that, save for gross negligence or fraud, the Service Provider's maximum aggregate liability for direct damages arising out of or in connection to the Service Agreement shall in no case exceed the 100% of the total contractual fees payable pursuant to the Service Agreement (with the exclusion of liability for any special, indirect, consequential or incidental loss or damage, loss of profit, etc. which shall not be chargeable to the Service Provider).

IN WITNESS WHEREOF, the parties have executed this Amendment on 15 December 2016.



SMARTMATIC INTERNATIONAL HOLDING B.V.
Represented by: Kim Wolters
Title: ~~Managing Director~~
Authorized Representative



WINCOR NIXDORF SRL
Represented by: Moreno Donatini
Title: General Manager Southern Europe