



Service Agreement

This Service Agreement (hereafter "the Service Agreement") is effective as per 1 December 2015 (the "Effective Date") by and between **Smartmatic International Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands with its registered office at Gustav Mahlerplein 25C, 1082 MS Amsterdam, The Netherlands (hereafter "The Company"), and **Wincor Nixdorf Srl**, a company with limited liability, organized and 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").

WHEREAS, The Company has participated in a Tender for "Servizio Gestione del Voto Elettronico in Occasione del Referendum Consultivo di Regione Lombardia" issued by the Regione Lombardia (the "**Customer**") with reference CIG 636345485B (the "**Project**");

WHEREAS, the Company needs certain contracted services which the Service Provider can provide on an exclusive basis for the Project; and

WHEREAS, The Company has requested Service Provider to provide it with services and Service Provider has agreed to do so, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises, terms, and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Service Agreement, the following words, terms, and phrases where written with an initial capital letter shall have the following meaning assigned to them in this Article 1, unless the context otherwise requires:

1.1 Service Agreement. "Service Agreement" shall mean this instrument and its annexes and attachments.

1.2 Services Provision. "Services Provision" means services that shall be provided by Service Provider as an Independent Contractor to and for the benefit of The Company or its clients under this contract.

1.3 Independent Contractor. "Independent Contractor" shall mean a service provider that is not controlled by the service beneficiary nor is subject to the other's right to control with respect to the service provider's physical conduct in the performance of its services to the beneficiary. The Independent Contractor follows the service beneficiary's desires only as to the desired result of the service provided, but not with respect to the means whereby it is to be accomplished.

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1.4 Agent or Firm. "Agent" or "Firm" for purposes of this Agreement, shall mean an independent service provider acting under a corporate or unincorporated legal structure or as an individual person or a group of individuals that does not have authority to legally bind The Company with respect to contracting with third parties and is to be construed only within the parameters afforded to the term Agent in its common usage in the outsourcing industry.

"Agent" or "Firm" for purposes of this Service Agreement shall not be interpreted or deemed to mean a person who under the complete control of another is authorized by another to act for him, entrusted with another's business, or one who represents and acts for another under the contract or relation of agency.

1.5 Term, Duration, and Renewal.

(a) "Term" shall have the meaning prescribed to it under Article 5.1(a) of this Service Agreement.

(b) "Duration" shall have the meaning prescribed to it under Article 5.1(b) of this Service Agreement.

1.6 Terminology Not Defined. Terminology not defined in this Service Agreement shall be interpreted to be construed under meaning afforded to such terminology in the outsourcing services industry, unless otherwise provided in this Service Agreement.

**ARTICLE 2
OBLIGATIONS OF THE COMPANY**

2.1 Retention of Service Provider. The Company agrees to retain the Service Provider as an Independent Contractor on an exclusive basis for the Project to provide it with the services described in **Annex 1** of this Service Agreement for a consideration set forth in **Annex 2** of this Service Agreement.

2.2 Documentation and Reports. The Company shall provide Service Provider in a timely fashion with any required documentation, including, but not limited to contracts, documents, chronograms, charts and/or reports (hereinafter the documentation) that may be required by Service Provider to properly perform its services.

2.3 Delays in Performance. The Company assumes all responsibility and accepts all economic loss or damages that may be associated, attributed, or related to delays or failure to properly provide Service Provider with information and/or documentation, necessary to proper performance by the Service Provider.

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ARTICLE 3 OBLIGATIONS OF SERVICE PROVIDER

3.1 Performance of Services. Service Provider shall perform services for The Company as defined in **Annex 1** and according to the Service Level Agreement under **Annex 3**.

3.2 Cooperation and Assistance. Service Provider agrees to cooperate and assist other primary and/or secondary service providers of The Company or its clients on an "as needed basis" and as part of this Service Agreement with related support services that may be requested from it by such other service providers or clients in order to properly expedite the performance of the services.

3.3 Intellectual Property. Service Provider may make inventions or create other intellectual property in the course of Service Provider's duties and Service Provider agrees that in this respect Service Provider has a special responsibility to further the interests of The Company and its Affiliates. Any Work Product made, created, conceived, devised, developed or discovered by Service Provider during the continuance of Service Provider's services (whether capable of being patented or registered or not and whether or not made or discovered in the course of Service Provider's services pursuant to this Agreement) either alone or with any other person in connection with or in any way affecting or relating to The Company's Confidential Information or the business of The Company or any Affiliate or capable of being used or adapted for use therein or in connection therewith ("Developments") shall forthwith be disclosed to The Company and shall belong to, and be the sole and absolute property of The Company or such Affiliate as The Company may direct, even if it is not disclosed (in breach of the aforementioned obligation of disclosure).

3.4 Protection of IP. If and whenever required so to do by The Company, Service Provider shall, at the expense of The Company or such Affiliate as The Company may direct: (i) apply or join with The Company or such Affiliate in applying for letters patent, registered design, design right, trade mark or other protection or registration in any part of the world for any Developments; (ii) execute all instruments and do all things necessary for vesting such Developments or patents, registered designs, design rights, trade marks or other protection or registration, when obtained, and all right, title and interest to and in the same absolutely and as sole beneficial owner in The Company or such Affiliate or in such other person as The Company may specify; and (iii) sign and execute all such documents and do all such acts as The Company may reasonably require in connection with any proceedings in respect of such applications and any publication or application for revocation of such patents, registered designs, design rights, trade marks or other protection.

3.5 Waiver. Service Provider hereby waives all rights under all applicable legislation including any moral rights which Service Provider may have in the Developments or in connection with the authorship of any copyright work created in the course of Service Provider's performance of its obligations assumed hereby, in whatever part of the world such rights may be enforceable, including, without limitation: (i) all applicable rights to be identified

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as the author of any such work; and (ii) all applicable rights not to have any such work subjected to derogatory treatment.

3.6 Appointment. Service Provider hereby irrevocably appoints The Company to be Service Provider's Attorney in Service Provider's name and on Service Provider's behalf to execute any such act and to sign all deeds and documents and generally to use Service Provider's name for the purpose of giving to The Company the full benefit of this **Article 3**. Service Provider agrees that with respect to any third party a certificate signed by any duly authorized officer of The Company that any act or deed or document falls within the authority hereby conferred shall be conclusive evidence that this is the case.

3.7 Reports and Deliverables. Service Provider shall present The Company with all those periodic reports set for in **Annex 1** hereto and deliverables as described in Provider proposal dated 2 October 2015 and attached as **Annex 3** to the hereby agreement. Unless the parties agree otherwise, reception of such reports by The Company shall constitute a condition precedent to process any payment to Service Provider.

3.8 Invoicing. Service Provider shall (1) render invoices in duplicate, or as otherwise specified in this Agreement, showing the Agreement title and execution date; and (2) render separate invoices for each service. If Service Provider is authorized to bill The Company for services rendered, Service Provider's invoices shall be rendered upon completion of the Work or at other times expressly provided for in this Agreement or in the relevant Purchase Order; and shall be payable when the Work has been performed to the satisfaction of The Company. Service Provider shall mail invoices with copies of any supporting documentation required by The Company to the address shown on this Agreement or in the relevant Purchase Order. The Work shall be delivered free from all claims, liens, and charges whatsoever. The Company reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the work have been paid, under the condition that the proof are required with adequate notice in respect of the payment expiring date. No minimum billing charges are permitted unless expressly authorized in the Agreement. The Company can reject any invoice before its due date and in such case Service Provider shall reissue the invoice containing only those items accepted by The Company. The lapse for payment of such reissued invoice shall commence from the day of the reception by The Company of such reissued invoice. The Company shall pay services up to the Maximum Amount contained in the offer presented by Service Provider, if any. Any additional payment shall require an amendment to this Agreement and the reception of a new offer to be presented by Services Provider and accepted in writing by The Company.

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ARTICLE 4

INDEPENDENT CONTRACTOR

Service Provider shall serve under this Service Agreement as an Independent Contractor and shall not at any time during the Term and Duration of this Service Agreement perform any services for The Company or its clients in the capacity or apparent authority of a dependent Agent or one who is a subordinate of or under the control of The Company or its clients. To the extent Service Provider finds it appropriate to negotiate and enter into a contract with a third party, Service Provider shall not bind The Company or its clients with respect to such third parties. It being understood, therefore, that, subject to Clause 11 of this Service Agreement, the Service Provider may assign to third parties, in full or in part, the performance of the Services, provided that the liability for such Services shall remain solely on the Service Provider.

ARTICLE 5

TERM AND TERMINATION

5.1 Term.

- (a) This Service Agreement shall become effective as per the Effective Date.
- (b) The duration of this Service Agreement shall be one (1) year starting from the effective date of this Agreement.

5.2 Termination of Agreement due to Material Breach.

(a) In the event that a party in breach of a material term of the Service Agreement fails to cure such material breach within fifteen (15) business days after receiving written notice of such material breach by the non-breaching party, the non-breaching party may terminate this Service Agreement.

(b) In order to effect termination after the expiration of the cure period set forth in Article 5.2(a), the non-breaching party shall send to the party in breach written notice of termination.

5.3 Termination of Agreement upon Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving sixty (60) business days written notice to the other party.

ARTICLE 6

CONTRACT PRICE

6.1. Contract Price. The parties agree that the Contract Price of this Service Agreement shall be the amount defined in **Annex 2**.

6.2. Reimbursement of expenses. The Company shall reimburse Service Provider for reasonable expenditures incurred on its behalf including, but not limited to, communication expenses, traveling expenses and other reasonable out of pocket expenses properly incurred

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by Service Provider in pursuit of the services contemplated under this Agreement, subject to the advance approval of the expenditure, and presentation of appropriate documentation substantiating such expenses.

6.3. Federal, State and Local Payroll Taxes. Each party shall be responsible for its federal, state or local taxes of whatever nature applicable to it pursuant to current regulations. The Company shall withhold and each party shall include applicable taxes as the case may be. The Service Provider will not be treated as an employee for the services performed hereunder for federal, state or local tax purposes.

ARTICLE 7 CONFIDENTIALITY

7.1 Definitions. For the purpose of this Agreement as a whole:

"Affiliate" shall mean any entity controlling The Company, controlled by The Company or any entity under common control with The Company including, without limitation, investment funds and accounts managed by any subsidiary of The Company.

"Confidential Information" shall mean any proprietary or confidential Work Product of The Company, its Affiliates, clients and/or licensors, including without limitation, all Inventions; details of suppliers and their terms of business; personal and financial details of customers and their requirements; the prices charged to and terms of business with customers; marketing plans and sales forecasts; financial information, results and forecasts (save to the extent that these are included in published audited accounts) fund -or investment product- related information and fund or investment product holdings not otherwise publicly disclosed; any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities any corporate, information security and information technology plans, strategies, policies, procedures, processes, services and products; personal and financial details of target customers and plans relating to them; details of executives and officers and of the remuneration and other benefits paid to them; information relating to research activities, inventions, secret processes, designs, formulae, product lines, and trading methodologies; any information held on computer, any information which the executive is told is confidential and any information which has been given to The Company or any Affiliate in confidence by customers, suppliers or other persons.

"Work Product" shall mean any idea, discovery, information, and know-how; modification, development and improvement; design, process and procedure; methodology and business process; trade secret, trade mark, patent and work made for hire; computer systems, software, hardware, programs and databases; documentation, manuals and brochures; and other types of literature, data and materials.

7.2 Confidentiality Obligation. Service Provider agrees that Service Provider will keep in strict confidence and will not use, destroy, divulge, disclose or distribute to any person, firm, company or organization (except as required by applicable law or to carry out its duties authorized by The Company), or permit any such person, firm, company or organization to access, any Confidential Information of The Company or any Affiliate, or any other information

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provided on the basis that it is confidential, whether or not such information is developed by Service Provider.

7.3 Non-disclosure. This restriction will continue to apply after termination of this Agreement without limit in time but will not apply to information which becomes public, unless through unauthorized disclosure by Service Provider.

7.4 Ownership. Service Provider agrees that all Confidential Information is owned by The Company, its Affiliates and/or its clients or licensors, as the case may be.

7.5 Third Party Information. During the Term of this Agreement Service Provider will not improperly use or disclose the Confidential Information or trade secrets of any former client or other third party to whom Service Provider owes an obligation of confidentiality.

7.6 Additional Provisions. The provisions of this Article 7 are in addition to any provisions regarding confidentiality of information contained in the Attachment to this Agreement, Code of Business Conduct, code of conduct or similar document issued by The Company from time to time, which Service Provider is also required to comply including any Confidentiality Agreement or Business Ethics Statement which Service Provider is also required to sign upon commencement of Service Provider's activities and from time to time and which will be deemed to form part of this Agreement.

7.7 Return of documentation. As promptly as practicable and not later than **seven (7) days** following the termination or expiration of this Service Agreement, or of any extension or renewal hereof, Service Provider shall turn over to The Company any originals of any and all notes, instruments, documents, correspondence and files which concern The Company's business, operations and affairs, or the business, operations and affairs of any of The Company's subsidiaries or affiliates, as well as all related data, information, materials, and equipment, except to the extent Service Provider is required by applicable law to retain the originals of any such documents. In the event that Service Provider is required by applicable law to retain originals of any specific document, Service Provider shall deliver to The Company a true and exact copy of the document, at the expense of The Company.

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ARTICLE 8 FORCE MAJEURE

8.1 General. If the performance of any obligation hereunder is prevented or delayed, in whole or in part, by reason of Force Majeure, or the consequence thereof, affecting the parties hereto or the rights granted hereunder (such Force Majeure shall include, but not be limited to acts of God, acts of war, public enemies or those of any organization, seizure under legal process, fire, flood, hurricane, typhoon, earthquake, riots, wars, hostilities, governmental actions or failure to act, the imposition of exchange controls or other restrictions on the ability to remit fees earned under this Service Agreement, trade embargoes, strikes, lockouts, stoppages or restraints of labor from whatever cause, labor disputes, etc.), then the affected party shall be given an additional time to perform equal to the delay caused directly by the Force Majeure.

8.2 Notice. A party affected by an event of Force Majeure shall give written notice of the existence of this condition to the other party of the Service Agreement. Such notice shall include a description of the nature of the event of Force Majeure, and its causes and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

8.3 Suspension of Performance.

(a) Upon providing such notice, the affected party shall be released without any liability on its part from the performance of its obligations under this Service Agreement.

(b) During the period that the performance by one of the parties of its obligations under this Service Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

(c) The only obligations or liabilities not released by a condition or event of Force Majeure are those relating to the obligation to pay any amounts due and owing hereunder prior to the condition or event of Force Majeure.

8.4 Confirmation. The party invoking Force Majeure shall provide to the other party confirmation of the existence of the circumstance constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

8.5 Termination. Should the period of Force Majeure continue for more than one (1) month, either party may terminate this Service Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

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ARTICLE 9 ARBITRATION

9.1 Arbitration. Any controversy or claim arising out of or relating to this Service Agreement including related Court actions shall be finally resolved by arbitration pursuant to the Commercial Arbitration Rules of the Chamber of Arbitration of Milan. Any arbitration shall take place in the city of Milan, Italy, before a panel of arbitrators chosen in accordance with such Rules. The parties further agree that:

(a) the arbitrators shall include arbitration costs and attorneys' fees in the award to the prevailing party in such proceeding, and

(b) the award in such proceeding shall be final and binding on the parties. Judgment on the arbitrator's award may be entered in any court having the requisite jurisdiction. Nothing in this Service Agreement shall require the arbitration of disputes between the parties that arise from actions, suits, or proceedings instituted by third parties. The arbitral panel shall have the power to consolidate any other arbitration demanded or convened that relate in any manner to the subject-matter of this transaction.

9.2 Indemnification. This Article 9 provides the sole recourse for the settlement of any dispute arising under or in connection with this Service Agreement. Service Provider agrees to indemnify The Company against any loss or damage suffered as a result of the Service Provider being found to have been the dependent agent of The Company, and as a result of such status having bound The Company to a debt or obligation that would otherwise have been the sole responsibility of Service Provider.

ARTICLE 10 NON COMPETE – NON SOLICITATION

10.1. Non-Compete. Service Provider hereby agrees that during the Term of the Agreement and for a period of one (1) year immediately following the expiration or termination of the Agreement for any reason, whether with or without cause, at the option either of The Company or the Service Provider, with or without notice, Service Provider will not, directly or indirectly, (i) compete, within the territory of Italy, with the business of The Company and its associated companies, affiliates, successors and assigns, without the prior written consent of The Company; or (ii) whether on its own behalf or in conjunction with any person, company, business entity or other organization whatsoever, solicit, assist in soliciting, accept, or facilitate the acceptance of, or deal with, in competition with The Company, the custom or business of any customer or prospective customer with whom it or The Company has had substantial personal contact or dealings on behalf of The Company during the Term of this Agreement.

10.2. Bids. The non-competition obligation set forth in Article 10.1 above, shall also apply to any and all competitive bidding processes which shall take place within the territory of Italy during the non-compete term immediately following the expiration or termination of the Agreement.

10.3. Limited Scope of Prohibited Activities. The term "non-compete" as used herein

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shall mean that the Service Provider or its employees shall not, without the prior written consent of The Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to The Company's business.

10.4. Non Solicitation. Service Provider hereby agrees that during the Term of the Agreement and for a period of five (5) years immediately following the expiration or termination of the Agreement for any reason, whether with or without cause, at the option either of The Company or the Service Provider, with or without notice, the Service Provider will not, directly or indirectly, either on its own account or in conjunction with or on behalf of any other person, company, business entity or other organization whatsoever, induce, solicit, entice or procure, any person who is an employee of The Company to leave such employment, where that person is an employee of The Company on the termination of this Agreement; or accept into employment or otherwise engage or use the services of any person who is an employee of The Company on the date of termination of this Agreement or had been an employee of The Company in any part of the six (6) months immediately preceding the date of termination of this Agreement.

ARTICLE 11

GENERAL TERMS

11.1 Assignment and Delegation. Neither party shall have the right to assign, delegate, or otherwise transfer its rights and/or obligations under this Service Agreement, except with the prior written consent of the other party. Any prohibited assignment or delegation shall be null and void.

11.2 Amendments. No modification, amendment, or waiver of any of the provisions of this Service Agreement shall be effective unless made in writing and signed by both parties.

11.3 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified airmail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by the party to which notice is given, or via facsimile or electronic mail, followed by facsimile or mailed notice, as provided on the attached Notice Addendum to this Service Agreement.

Notice shall be given to parties at the following physical and electronic mail addresses:

If to **SMARTMATIC INTERNATIONAL HOLDING B.V.**

Attn.: Board of Managing Directors
Gustav Mahlerplein 25C
1082 MS Amsterdam
The Netherlands
E-mail: frans.gunnink@smartmatic.com
Cc: kim.wolters@smartmatic.com

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If to **Wincor Nixdorf Srl**

Attn.: Service Division
Via Ludovico il Moro 6/B (palazzo Torricelli)
20080 Basiglio Milano Italy.
Telephone: +39 02 528 631
Email: Salvatore.montanelli@wincor-nixdorf.com

11.4 No Waiver. The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement (or any part hereof) or the right of either party thereafter to enforce each and every provision of this Agreement. No delay or omission by The Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by The Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11.5 Severability. Each provision of this Agreement shall be treated as a separate and independent clause, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Service Agreement is held to be illegal, invalid, or unenforceable under the present or future laws in effect during the term of this Agreement, such provision will be fully severable. In such an event, this Service Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been included in this Service Agreement and the remaining provisions herein will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Service Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Service Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. In case any lapse agreed by the parties and included in this Agreement is found to be illegal, invalid, unenforceable or unreasonable the parties agree that in lieu of such illegal, invalid, or unenforceable lapse there will be added automatically as a part of this Service Agreement an amended lapse adjusted to the maximum duration permitted by the applicable law.

11.6 Governing Law and Venue. This Service Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the substantive laws of Italy, excluding any choice of law provisions that would require or permit the application of a different set of rules. Venue for any legal proceedings is to be in Milan, Italy. The inclusion of this venue provision does not create a right to resolution of disputes by any means other than those set forth in Article 9 of this Service Agreement.

11.7 Controlling Language. The English language shall control the interpretation of this Service Agreement.

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11.8 Third Party Beneficiary. This Service Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits of any kind or nature under or on account of this Service Agreement as a third party beneficiary or otherwise.

11.9 Integration of Agreement. This Service Agreement, including any annexes, attachments or schedules hereto incorporated by reference constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous Service Agreements by and between the parties, as well as all proposals, oral, or written, and all negotiations, conversations, or discussions heretofore had between the parties related to this Service Agreement. The parties acknowledge that neither has been induced to enter into this Service Agreement by any representations or statements, oral, or written, not expressly contained herein.

11.10 Code of Business Conduct ("CBC"). By signing this Service Agreement, Service Provider confirms to have received The Company's Code of Business Conduct, reviewed it, and agree to adhere to this policy in carrying out the obligations under the Service Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Service Agreement.

12.2 Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to any Code, statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

12.3 Multiple Counterparts. This Service Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

12.4 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Service Agreement unless otherwise expressly stated.

12.5 Necessary Restrictions. The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of The Company and are considered by Service Provider to be reasonable for such purpose. Service Provider agrees that any breach of this Agreement is likely to cause The Company substantial and irrevocable damage

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and therefore, in the event of any such breach, Service Provider agrees that The Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.

12.6 Survival. Notwithstanding anything herein contained to the contrary, all restrictive covenants and agreements set forth in this Agreement and its Annexes and Attachments shall survive the termination this Agreement to the fullest extent permissible by law.

IN WITNESS WHEREOF, the parties have executed this Service Agreement counterparts, each of which considered as original, on the day and year first-above written.



SMARTMATIC INTERNATIONAL HOLDING B.V.

Represented by: Frans Gunnink

Title: Managing Director

WINCOR NIXDORF SRL

Represented by: Moreno Donatini

Title: Gen. Manager Italy and Greece

Annex 1
Services to be performed by the Service Provider

1. Pursuant to the above referred to Request for Proposals and the applicable sections therein, the Service Provider will provide the following Field Support, Incident Management, Logistics and Installation services to the Company including, but not limited to:

Pre-Election Phase:

- a) Polling Location Technicians
 - i. Staff recruitment
 - ii. Training followed by certification test provided by Company
 - iii. Availability monitoring
 - iv. Tools
 - v. Materials/consumables
- b) Incident Dispatch and Resolution Control (potentially based at the site of the Helpdesk Service Provider)
 - i. Staff recruitment
 - ii. Training followed by certification test provided by Company
 - iii. Control of allocated incidents
 - iv. Monitoring of contracted SLA(s)
- c) Field Support Technicians
 - i. Staff recruitment
 - ii. Training followed by certification test provided by Company
 - iii. Availability monitoring
 - iv. Cars
 - v. Tools (PC Technicians Kit)
 - vi. Materials/consumables
 - vii. Spares/replenishment
- d) Installation Service
 - i. Presence checking/confirmation
 - ii. Completion reporting
 - iii. Incident reporting
- e) Training Service
 - i. Polling Station Presidents and Staff at Polling Stations
- f) Restore Service
 - i. Restore voting functionality within the contracted SLA (30 minutes from the moment the incident is reported)
- g) Reporting/escalation on contracted services
- h) Regional Spares Warehouses (approximately 40)
- i) Regional Drop-off Points (approximately 45)
- j) Mobile Warehouses (approximately 75)
- k) Systems (Smartphones for Field Support Technicians, SIM cards for Polling Location Technicians and integration with Smartmatic E-360 election management system)
- l) Integration with, or use of, Smartmatic E-360 election management system for planning, allocation and detailed proof of installation completion to the communes and the proof of timely incident allocation and incident resolution.



Election Phase:

- a) Incident Dispatch and Resolution Control (as per the pre-election phase)
- b) Field Support Technicians (as per the pre-election phase)
- c) Restore Service (as per the pre-election phase)
- d) Reporting/Escalation (as per the pre-election phase)
- e) Regional Spares Warehouses (as per the pre-election phase)
- f) Regional Drop-off Points (as per the pre-election phase)
- g) Systems (as per the pre-election phase)

Post-Election Phase:

- a) Return of consumables, spares and replaced voting machines to agreed warehouse(s) and/or drop-off points
- b) Return of all signed installation and incident reports
- c) Return of SIM cards
- d) Reconfiguration of Smartphones

2. Pursuant to Section 3.7 of the Service Agreement, Service Provider shall present to The Company, at least monthly a summary of all activities performed since the execution of this Agreement or since the date of the last summary. Each such summary shall be Confidential Information and the reception of such summaries shall be a condition precedent for the payment of any moneys contemplated in this Agreement.

Such summary shall contain information about meetings, agreements, commercial or business understandings, political offers, agenda, etc. that Service Provider finalized while performing its activities in relation to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Annex 1 to the Service Agreement on the day and year first-above written.



SMARTMATIC INTERNATIONAL HOLDING B.V.

Represented by: Frans Gunnink
Title: Managing Director

WINCOR NIXDORF SRL

Represented by: Moreno Donatini
Title: Gen. Manager Italy and Greece



Annex 2 Contract Price

The parties agree that for the performance of the Services The Company shall pay Service Provider the amount set forth in the proposal received from Service Provider dated as of 2 October 2015 (such proposal "The Proposal" and the amount reflected the "Maximum Amount") attached as **Annex 3** to the hereby agreement.

Payments shall be made by The Company within thirty (30) calendar days from the receipt of any invoice that itemizes the following finished tasks.

IN WITNESS WHEREOF, the parties have executed this Annex 2 to the Service Agreement on the day and year first-above written.



SMARTMATIC INTERNATIONAL HOLDING B.V

Represented by: Frans Gunnink

Title: Managing Director

WINCOR NIXDORF SRL

Represented by: Moreno Donatini

Title: Gen. Manager Italy and Greece



**Annex 3
Provider Proposal**

Date: 01/10/2015

Wincor Protocol: SD461_15

Object: Service for Voting Machines in Regione Lombardia

In relation to Your kindly request for quotation, we forward You our best offer for Field Services as requested in the RFP by Regione Lombardia for the 2016 Referendum Day.

In the next pages is presented our detailed proposal in terms of services and prices.

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a flourish.

Wincor Nixdorf in a nutshell

Wincor Nixdorf is a single entity with a distinct culture in Retail and Banking, which operates by the function of the variability dictated by the customer's business.

Wincor Nixdorf has a strong experience in the management of cash systems, the distributed devices and Wincor Nixdorf applications or Multivendor.

It is present in 100 countries worldwide with branches Wincor Nixdorf or through Subsidiary companies with more than 9,000 employees and a turnover of 2.5 Billion € uro in the fiscal year 2012/13.

Bankin

End-to-end branch and
self-service solutions



Retail

Integrated store solutions



SERVICES AND ASSUMPTIONS FOR VOTING MACHINES PROJECT - REGIONE LOMBARDIA

WINCOR NIXDORF s.r.l. (the Service Provider), referred to Request for Proposals for the Voting Machines (VM) Project for Regione Lombardia, will provide the following services to SMARTMATIC INTERNATIONAL HOLDING B.V. (the Company) with the following assumptions.

The Service Provider is certified ISO 9001 and ISO 20000:2011 and own requirements to perform services complying with the Proposal.

GENERAL ASSUMPTIONS

Installation of the 24.700 Voting Machines in 3.300 Polling Stations where it assumes that one technician will be fair to install each VM and train the Presidents and Staff at Polling Stations in the same Polling Location.

Therefore any issues related or not related directly to the Service Provider responsibility will be raised to the Company to found a common solution, e.g. electric socket so far from the cabins, infrastructure not adequate, delays in the installation phase due to task under Customer responsibility.

The installation activities must start not later than 16p.m. in the Saturday, any delay will be escalated to the Company to inform the Customer.

The VM related to "at home" locations will be available and managed by the Service Provider solely in the same Polling Location.

The trainings, the spare parts, the technical documentation in Italian, the Help Desk (first and second level) and the "system" as well as the processes and the project management to coordinate and manage exceptions and escalations, will be provided to the Service Provider by the Company.

It is not in charge to the Service Provider any activities related to the de-installation of the VM and the Service Provider will return back the spare parts to the Company within the end of the election day.

The Smartmatic E-360 election management system will be provided with a console for the service governance, the App installed on the technician smartphones should be easy and real time it must update the Help Desk requests as tickets to the technicians, therefore each technician should accept and close the working time without to spend additional effort. The SLA will be measured by the system considering the time between ticket accepting and closing. The Company will assign to the Service Provider 2.470 complete VMs to be used as spare part on Saturday and/or Sunday. If 2.470 VMs will be not enough to achieve the installation targets and/or the maintenance targets (as described in the RPF of Regione Lombardia as service level required) will be a



unilateral responsibility of the Company to refill the necessary VMs. In any case the Service Provider will be not responsible about any delay (Saturday and/or Sunday) if the Company will be not able to provide the correct spare VMs.

The Service Provider provides to the Company the following:

- the recruitment of the Location Technicians and other people as Coordinators and Service Manager therefore the Agents needed to monitor and dispatch the services;
- the Trainers to receive the first training from the Company and form the Location Technicians; this training will be organized in Italy.
- the Location Technicians to install the VM in the Polling Stations and to train the Presidents and Staff at Polling Stations;
- the incident dispatching and interventions for the election phase repairing and restoring the VM service;
- the service governance during all phases assuring quality and control in term of availability of technicians within the SLAs defined in the Request for Proposals related to the tasks under own responsibility;
- the reporting related to trainings and installation activities;
- the definition of the escalation processes according to the Company;
- the VANs as mobile warehouses.

SERVICES

Project Design Phase

The Service Provider will provide a Service Manager as responsible about design and delivery of own tasks. The Service Manager will participate to the project meetings.

Pre-Election Phase (SATURDAY)

The Service Provider defines the Location Technicians needed to perform installation and training in the 3300 Locations distributed in Lombardy territory, the number of them is defined starting from the assumptions discussed with the Company.

The installation and training will be provided within the Saturday from the 04p.m. to the 10p.m..

The Service provider will provide the following activities:

- 3.300 installation technicians (ITS) recruitment;



- 75 Senior technicians as Field Installation Supervisor (FIS). FIS will drive the VANS to help ITS in case of particular issues.
- disposal of trainers that will skilled by the Company;
- training and certifications to the Location Technicians using the test provided by Company;
- Technicians availability monitoring;
- Cars and tools (tool case, smartphone);
- Materials/consumables for the installation tuning are quoted in this offer.
- the VANS as mobile warehouses as technicians disposal;
- completion reporting;
- trainings to the Presidents and Staff at Polling Stations during the installation;
- reporting about trainings.

Election Phase (SUNDAY)

The Service Provider provides the Call Management and the Support Technicians considering the Lombardy territory and the different logistic constraints in number sufficiently to ensure the contracted SLA (30 minutes from the moment the incident is reported to the technician) during the Sunday from 6.00 to 24.00. To achieve this targets will use the same 3.300 ITS and 75 FIS.

The Service provider will be committed about:

- Staff recruitment
- Control of allocated incidents
- Monitoring of contracted SLA(s)porting/escalation on contracted services;
- Restore VM;
- Reporting/Escalation (as per the pre-election phase);
- the VANS as mobile warehouses at technicians disposal.

Post-Election Phase (within 7 days after election phase)

The Service provider will be committed about:

- Return of spares to agreed Company's warehouse(s) and/or drop-off points
- Return of all signed installation and incident reports
- Reconfiguration of Smartphone.



CHANGE REQUEST

In case of change request (CR), as following:

- project changes;
- request of additional activities or services not defined in this agreement;
- different or detailed scope no discussed in the internal meeting and summarized in this agreement;
- extra effort to perform corrective actions due to any loss of performance caused by other subcontracts of the Company;
- different deliverables that will not match the numbers in the assumptions, e.g. Polling Locations and/or Polling Stations volumes changes;
- different service model;
- project management for changes;

The CR will be defined and estimated by the Service Provider in term of costs, impact and feasibility. The Service Provider could request an extra cost.



Service Level Agreement and Penalties

In the following table are reported SLA and Penalties in charge to Wincor Nixdorf for the "Project".

Object	Object Description	Parameter	Service Level Agreement	Penalty	Remarks
Preparation of the polling station	Completion of all the support activities needed to build the polling station and its preparation for the vote	Number of sections completed successfully	All	€ 10,000 per section not started for reasons attributable to the Supplier.	The penalty is acceptable if the polling station is available for installation within the timing agreed, and if the VMs are present at the polling station within the time agreed. Also any delay caused by infrastructural issues (power for example) are not in charge of Wincor Nixdorf.
Fix blocking fault	Restore operations of a polling station after blocking fault to a VM, through its repair or replacement	Recovery time from the request for intervention	30 minutes.	500 €/ every 10 min over the time. Added 1.000 €/10min if a complete polling station not works	Service Level agreement will start when the Wincor's Technician is informed about the fault. If the fault is directly linked to the Smartmatic hardware or software solution or to an unavailability of spare parts or spare VM (not delivered from Smartmatic) the penalty is not applicable.



SERVICE PRICES

All the activities described in the previous chapters are included in the following offer.

The prices was created among the up reported General Assumptions.

Service Included

- **Service Management**
- **Training and Tecs Certification** (3.300 ITS including 3% of backups)
- **Saturday Activities** (3.300 ITS,75 FIS and 5 Dispatch Team)
- **Sunday Activities** (3.300 ITS,75 FIS and 10 Dispatch Team)
- **Extra Material for installation**

Total amount: € 2.895.000,00

- 15% upon contract signature *WITH THE CUSTOMER*
- 35% upon completed delivery to the communes
- 15% upon completion of training all staff
- 35% upon confirmation of end of contract


16-12-2015

Terms of Delivery

PRICES: all prices quoted are exclusive of VAT. Applied in accordance with Italian laws.

PAYMENTS: payments are expected within 30 days from invoice date.

VALIDITY OF THE OFFER: 60 days.

This offer and all the services described inside this document are valid under the Italian law.


SMARTMATIC INTERNATIONAL HOLDING B.V.

Represented by: F. Gunnink

Title: Managing Director

16-12-2015


WINCOR NIXDORF SRL

Represented by: M. Donatini

Title: Gen. Manager Italy and Greece

15/12/2015