

INTERNAL REGULATIONS ON SERVICES PROVIDED BY FAI SERVICE TO MEMBERS

PART I - GENERAL RULES

• ART. 1 - SUBJECT MATTER OF THE REGULATIONS

These Regulations govern, in addition to that already provided for in the Articles of Association, certain aspects relating to the relationship between FAI Service Società Cooperativa - hereinafter FAI Service - and its Members - hereinafter Members - with particular reference to the terms and conditions under which FAI Service supplies goods and services.

The terms and conditions set out in these Regulations shall take effect between the Parties, even after the termination of the membership relationship, until the extinction of any obligation assumed by the Member towards FAI Service.

• ART. 2 - ADMISSION OF MEMBERS TO FAI SERVICE

When applying to join FAI Service, the Member, without prejudice to the provisions of articles 5 *et seq.* of the Articles of Association, shall deposit all the documentation and provide all the information that will be requested of them by the FAI Service officers. If the Member is a company, the legal representative shall be obliged to notify any change in the company, within 10 (ten) days of the said change, at the same time sending a copy of the relevant change report as well as the balance sheet updated at the date of the change. FAI Service may order checks at any time on: *i*) the persistence of the requirements for eligibility for membership, *ii*) the validity of the declarations made, and *iii*) the documentation produced, by means of inspections at the place of business, a request for documentation to be provided by the Member within 20 (twenty) days of the request and any other means of verification that will be deemed useful and appropriate.

In the event of a discrepancy, the Board of Directors shall be authorised to exclude the Member pursuant to Article 10 of the Articles of Association.

• ART. 3 - AMENDMENTS TO THE REGULATIONS

When applying to join FAI Service, the Member must declare that they are aware of and expressly adhere to the Articles of Association, these Regulations, and any other Regulations adopted in accordance with the Articles of Association and in force from time to time.

These Regulations of Operation may only be amended by a resolution of the General Members' Meeting adopted with the majorities provided for in the Articles of Association.

FAI Service undertakes to publish the updated version of all the aforementioned documents in force at the time, including these Regulations, on its website.

PART II - REGULATIONS CONCERNING THE SUPPLY OF GOODS AND SERVICES BY FAI SERVICE

• ART. 4 - SUPPLY OF GOODS AND SERVICES BY FAI SERVICE

FAI Service, in accordance with its Articles of Association, enters into agreements and contracts with companies that supply goods and services to FAI Service itself or to its members on the Italian and foreign markets.

FAI Service, in the context of its activities aimed at offering goods and services, having assessed market opportunities and taken into account the advantages for its Members, has entered into various agreements and activated numerous services, which are listed below, merely by way of example and not exhaustively:

- ✓ **Toll services:** management and payment service for motorway tolls and crossings, both in Italy and abroad;
- ✓ **Intermodal transport services:** management and payment service for ferries and shuttle trains;
- ✓ **Fuel services:** fuel supply service, both in Italy and abroad;
- ✓ **Tax Refund Services:** tax recovery service abroad;
- ✓ **Vehicle services:** *e.g.* vehicle servicing, garages, car washing and parking facilities;
- ✓ **Business and personal services:** *e.g.* administration, assistance and reimbursement;
- ✓ **Value-added services:** *e.g.* geolocation, tachograph data management and analysis;
- ✓ **Sale of products:** both directly and through contracted suppliers;
- ✓ **Conventions for the taking out of insurance policies.**

A detailed description of all the aforementioned services and supplies of goods can be consulted at any time on the company's website, in the "My Lumesia" reserved area.

Any additional services or goods provided, as well as any changes and/or additions thereto, shall be disclosed to the Members by means of publication in the "My Lumesia" reserved area and/or by other means defined for that purpose.

• **ART. 5 - TERMS AND CONDITIONS OF SUPPLY OF GOODS AND PROVISION OF SERVICES BY FAI SERVICE**

The terms and conditions for the provision of goods and services, as well as the terms and conditions set out in the agreements with the operators are binding on all Members.

FAI Service charges a fee for the reimbursement of both the costs incurred in performing the service and the general operating costs (hereinafter, FAI Service fee).

The terms and conditions for the supply of goods and the provision of services can be consulted by the Member in their reserved area "My Lumesia" or made available, at the Member's request, in other ways defined for this purpose.

The purchase of goods and the activation and use of services, offered by FAI Service, by the Member will automatically entail the recognition of the fairness of the price as well as the contextual explicit waiver of any objection and/or exception by the Member to FAI Service.

• **ART. 6 - CARDS AND EQUIPMENT ISSUED BY FAI SERVICE**

The cards and equipment, issued directly by FAI Service and/or issued on the basis of a special agreement signed with third parties, shall remain the property of FAI Service itself and/or the contracting parties and may not be transferred, for any reason whatsoever, to third parties. The Member - the direct user of the aforementioned cards and/or equipment - shall be liable for any consequences resulting from the malicious alteration and/or irregular use of the card(s).

The Member shall be obliged to take the utmost care and attention in the safekeeping of the cards and equipment and, in particular, any personal codes (PIN) assigned to them, being necessarily liable for any damaging consequences resulting from their loss and/or theft.

In the event of theft, misappropriation and/or loss of the card and/or the device, the Member shall immediately and necessarily notify FAI Service, by means of the "My Lumesia" reserved area, or by the means expressly indicated by FAI Service. Within 7 (seven) days of the event, the Member must send FAI Service S. Coop., at its administrative headquarters - Via Renzo Gandolfo 1, 12100 Cuneo - a copy of the report submitted to the competent authorities if expressly requested to do so. If the Member fails to comply with this last requirement, FAI Service will consider the theft, misappropriation and/or loss notification ineffective and will consequently charge for any use made in the meantime. FAI Service will take all the necessary steps for the correct blocking of the card and/or equipment, subject of course to the necessary and/or contractually agreed technical timeframes of the contracted suppliers.

In any event, the Member shall be liable for all sums relating to transactions carried out through the use of the stolen and/or lost card and/or equipment until it is blocked by FAI Service in accordance with the necessary technical deadlines and/or as contractually agreed by the individual contracted suppliers.

In the event that the Member finds the lost and/or stolen card and/or equipment, the owner of the card and/or equipment may no longer use it and must send it to FAI Service.

Any use of cards and/or equipment whose return and/or blocking has been requested by FAI Service for any reason whatsoever will therefore be considered abusive and prosecuted in accordance with the law, including Article 12 of Law No. 197 of 5 July 1991.

FAI Service and its contracted suppliers are under no obligation to sell or provide services, and therefore FAI Service can in no way be held liable for any changes, cancellations, delays and/or damage suffered in relation to the services distributed through its contracted suppliers and/or to changes in the discounts granted by the suppliers themselves or by public measures.

• **ART. 7 - GUARANTEES**

At FAI Service's request, the payment of the fee for the supply of goods and services must be guaranteed by one of the various types of guarantee - by way of example but not limited to: bank guarantees, insurance guarantees, security deposits - and to the extent deemed appropriate by FAI Service, also taking into account the period of risk exposure of the latter to the Member in question.

• **ART. 8 - INVOICING FOR SERVICES PROVIDED BY FAI SERVICE**

FAI Service shall invoice the Members for the services provided and the goods supplied in accordance with the economic conditions set out in the relevant service schedules published in the "My Lumesia" reserved area or available, upon request, in other ways defined for this purpose.

FAI Service shall forward the invoices in accordance with the manner notified by the Member when applying for membership of the Cooperative and the relevant tax regulations.

For Members subject to Italian tax law, the notification will be made through the interchange system (electronic invoicing) and will be valid for all legal purposes as a formal notification and the Member may not raise any exception in this respect.

In other cases, the notification of invoices to the address indicated shall be considered, for all legal purposes, as formal notification and the Member may not raise any objection in this respect.

Any changes in the way invoices are sent must be communicated to FAI Service via the appropriate function in the "My Lumesia" reserved area or by certified email (PEC).

The Member must promptly notify, in the manner set out in the preceding paragraph, any change in the Bank of reference with respect to that indicated at the time of joining.

The Member is obliged to verify the correctness of the invoices promptly upon receipt. Any objections must be made, in writing, by certified email (PEC), under penalty of forfeiture, no later than 30 (thirty) days from receipt of the invoices.

The lodging of the objection does not, under any circumstances, suspend the payment of the invoice within the terms set out therein.

The payment of invoices may not be suspended or delayed by any claims and/or objections of the Member, whatever their grounds, without prejudice to the subsequent exercise, in separate proceedings, of any possible claims.

• **ART. 9 - INTEREST ON ARREARS - SET-OFFS**

Failure to pay the invoice issued by FAI Service, within the term indicated on the invoice, shall automatically result in the Member being in default in all legal respects without the need for further notice, with the consequence that interest on the invoice amounts shall be due as set out in the specific terms and conditions of supply and indicated on the invoice.

The defaulting Member/user shall also bear the costs incurred by FAI Service in handling the case, as well as administrative and legal costs.

Partial payments will be charged according to the provisions of Article 1194 of the Italian Civil Code. The Member expressly authorises FAI Service, also in accordance with the Articles of Association, to set off its debts against any sums to its credit that it may have against FAI Service for any reason and/or cause, even in derogation of any legal prohibition and/or limitation on set-off pursuant to Article 1252 of the Italian Civil Code.

• **ART. 10 - BAN ON USE - SUSPENSION AND/OR BLOCKING OF SERVICES - TERMINATION OF RELATIONSHIP**

FAI Service may, at any time, at its sole discretion, **with 15 (fifteen) days' notice**, prohibit the use, suspend and/or block, in whole or in part, supplies, services and/or terminate the supply relationship with the Member (withdrawal from the contract).

Transactions may, in any event, be suspended and/or blocked immediately and **without notice** in the event of the occurrence of any breach of the terms and conditions of the supply contract.

FAI Service has the right to notify contracted suppliers of the blocking of services and/or termination of the supply relationship, including by electronic means, transmission of blocking lists or other means.

• **ART. 11 - GUARANTEE OF SERVICES**

The companies/firms/entities contracted by FAI Service remain exclusively liable for the supplies and/or services provided and thus for any damage suffered by the Member in connection with and/or on the occasion of the provision of the same supplies and/or services. Therefore, under no circumstances, and under no contractual and/or non-contractual title whatsoever, may FAI Service be held liable for the supplies and/or services provided by the companies/firms/entities contracted with it, and thus for any damage suffered by the Member in connection with and/or on the occasion of the provision of the same supplies and/or services. The Member expressly acknowledges and accepts the above and waives any and all claims against FAI Service.

• **ART. 12 - SPECIFIC RULES ON COMPENSATED REDUCTIONS PURSUANT TO ARTICLE 2, PAR. 3 OF ITALIAN DECREE-LAW NO. 451 OF 1998 CONVERTED INTO LAW NO. 40 OF 1999 AS AMENDED**

In the event that the sums collected by FAI Service by way of compensated reductions are not paid back to the beneficiaries within the deadlines that may be prescribed by the regulations in force from time to time due to the impossibility of making such a payment, Fai Service will be obliged to fulfil its obligations under said regulations.